



Central University of Orissa
(Established under the Central Universities Act, 2009)
Landiguda, Koraput. Odisha Pin.: 764 021.
Phone:06852-288209/238 Fax.06852-288225

Ref.:CUO/Admn./SC/105

Dt.18/09/2018

NOTICE INVITING TENDER

The Central University of Orissa, desires to allot 04 (four) no. of shops in the temporary 'Shopping Complex' at its Sunabeda Campus, Dist – Koraput on monthly rental basis. Sealed Tenders are invited from the agencies who are interested to take the shops on monthly rental basis. The last date for submission of Tender will be 17/10/2018 1500Hrs. For further details please log on to our website www.cuo.ac.in.

Sd/-
Registrar



Central University of Orissa
(Established Under the Central Universities Act, 2009)
Landiguda, Dist.Koraput, ODISHA Pin.: 764 020.
06852-288235/288238, Fax.06852-288225

Ref.:CUO/Admn./SC/105

Dt.18 /09/2018

NOTICE INVITING TENDER

GENERAL TERMS & CONDITIONS FOR LEASING OF FOUR SHOPS IN TEMPORARY SHOPPING
COMPLEX AT CENTRAL UNIVERSITY OF ORISSA, SUNABEDA, KORAPUT

Sealed Bids are invited for leasing of various shops in the Shopping Complex, Central University of Orissa, Sunabeda Campus, Koraput. The Tender shall reach latest by 17/10//2018 at 1500Hrs and will be opened at 1530Hrs on 17/10//2018.

- A. Before participating in the tendering process each intending bidder shall affix signature with date on each page of the tender document as a token of acceptance of the tender terms & condition. The name of persons, company and full postal address should be furnished. All correspondence made by the Bidder to this furnished address shall be considered for future correspondence. Any change in postal address shall have to be intimated forth-with to the Registrar, Central University of Orissa, Koraput.
- B. Person intending to participate in the Bid shall have to pay the specified EMD through Demand Draft drawn in favour of Central University of Orissa payable at Koraput. Registrar, Central University of Orissa or any other officer duly authorized by him shall have the right to withdraw any shop or shops from being leased out. The Central University of Orissa may accept or reject any bid/offer or may stop any bidder at any stage from bidding without assigning any reason thereof. No appeal against above action of the University shall be entertained. The Tender Committee shall conduct the Bid of any shop/shops as per terms and conditions given below:-
1. The EMD of unsuccessful bidder will be returned and EMD of the successful bidder shall be retained and adjusted at the time of final payment made by the bidder towards Security Deposit. No interest on EMD and Security Deposit will be paid to the allottee. Security Deposit will be 12 months of the approved license fee. No bidder shall be permitted to retract the bid. The bids offered in any other manner except hitherto before mentioned shall not be considered.
 2. The shops shall be allotted through Bid only and to the highest offer for License fee by bidder only.
 3. Participant of Bid may offer his highest monthly license fee for particular shop he/she desires to keep on lease. Participant may apply for each shop, but one person shall be allotted only one shop.
 4. Total 04 numbers of shops available in the Shopping Complex of the University. The details of the various shops, presently offered for BID in Central University of Orissa Shopping Complex are given below. Any price quoted below the minimum monthly license fee, shall be rejected:

Sl. No.	Name of the Shop	Carpet Area	License fees per month (₹)	EMD Amount (₹)	Security Deposit (₹)
01.	Ladies Corner	12'X10'	1,500.00	5,000.00	18,000.00
02.	Laundry	12'X10'	1,500.00	5,000.00	18,000.00
03.	Stationery, Photocopy and binding	12'X10'	1,500.00	5,000.00	18,000.00
04.	Fruits, milk & Grocery	12'X10'	1,500.00	5,000.00	18,000.00

5. The license fee shall have to be deposited to the Central University of Orissa by the allottee/s in the 1st week of every six month. 10% of license fee will be levied as penalty if deposited after 7days and 20% of penalty will be levied if deposited after 15days.
6. The allotment of shop to the eligible and successful bidder shall be given on full payment of amount of Security Deposit and EMD to Central University of Orissa and on execution of agreement/lease deed on non-judicial stamp paper of Rs.100/- (Rupees One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder.
7. The allottee or his/her representative is not to make any change in electrical wiring, fittings etc without prior permission of the University. The allottee or his/her representative shall not make any structural changes in the shop allotted to him/her under any circumstances. If at any time it is found that the structural changes have been made which directly or indirectly is effecting the stability of the building, the said deed shall be cancelled immediately and the allottee will be prosecuted and the shop impounded with risk and cost of the defaulter allottee concerned.
8. The allottee shall have to pay the electricity bill as per actual meter reading to Central University of Orissa per month for shops allotted for the amenities.
9. In case of telephone connections, charges on account of fire safety, insurance cover and security of article within the shop and any other charges, the same shall be made and arranged on his/her own by the allottee. The Central University of Orissa will not be responsible for any kind of such payment under any circumstances. The allottee shall be solely responsible for discontinuation of any such service due to nonpayment of bills etc, without any liability on Central University of Orissa, Koraput.
10. The allottee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty.
11. The lease period will be for a period of **'one year'** from the date of allotment unless terminated earlier by the University for violation of any of the terms and conditions of the Lease/Agreement. The lease period may be extended further as per the terms and conditions stipulated in tender document.
12. The ownership of the shop and its legal possession will remain with Central University of Orissa, Koraput. The allottee will have the right to use the shop during the license period for the approved purpose only.

13. The shop shall remain open for seven days a week and the time will be 0900Hrs to 1930Hrs. Any closure must be done with approval of competent authority of the University and proper prior notification among the residents of the campus, Central University of Orissa community.
14. 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 proposals will be invited for the shop and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
15. The University will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the shop premises.
16. The allottee shall not transfer or sublet the shop or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.
17. The Licensees will not be allowed to open the facility of the shop to the outsiders. The shops are solely meant for use by the Residents, Students, Visitors and Staff of the University.
18. The Shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the University initially or subsequently. The allottee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money in case some other shop is constructed in the University campus or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the University authority and shall display the articles in presentable manner.
19. The items shall be sold in the shop as decided by the Purchase Committee from time to time.
20. Articles required/sold shall be of the best available quality, reliable and economical. The approved articles/ items sold/ stored for sale in the shop shall be of good quality, if anything sub-standard quality found Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction there of. The sample of the articles can be collected at any time by the University officials. If found substandard, appropriate punishment including cancellation of license can be imposed.
21. To regulate price and quality, regular monitoring and supervision shall be made any time by the University officials.
22. Only such articles shall be offered for sale, which are particularly approved by the University for the shop. The University may by order in writing prohibit the sale of the articles, which are in contravention of the instructions.
23. The rate of various items, services are to be displayed in the shop. Receipt shall be provided to all customers for every item sold whether the same is demanded by customer or not.
24. The Licensee 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.
25. In case of any default, complaint or deterioration of requisite quality of items, the Licensee shall be liable to pay reasonable penalty levied by the University and shall deposit the penal amount as per direction of the University.

26. Over charging of rates is strictly prohibited. In case of default, the license will be cancelled.
27. The sale, storage or stock, deposit of Narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the shop. Further, Smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited.
28. The allottee shall maintain the premises in good condition and keep it clean and tidy always.
29. The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.
30. In case of any loss or damage to the Customers due to negligence of employees of the Licensee, he/she shall be responsible to make good of the loss to the customer.
31. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the allottee/shop holder and will be provided to competent authority as and when demanded.
32. The allottee/shop owner will not appoint any employee without proper police identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard. The allottee shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.
33. The allottee shall be responsible for the repair of shop required, if any, during the lease period.
34. The allottee shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs. 1000/- may be imposed on the licensee by the University Authority.
35. 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. 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/her are not removed by him immediately as directed by the University, these will become the property of the University.
36. The allottee shall be responsible to make all arrangements to ensure the safe custody of materials of his/her shop. The University shall not be responsible for any damage, loss or theft in shop.
37. The allottee shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the Competent Authority, Central University of Orissa or will be appointed by him and his decision shall be final and binding.
38. All disputes arising out during the license period shall be subject to the jurisdiction of Hon' ble High Court of Orissa, Cuttack only.

39. Additional specific condition may be imposed by the University whenever considered necessary and appropriate. The same shall be intimated to the firm in due course.
40. The allottee shall strictly observe and follow all the orders and instructions issued by the University from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Lease Agreement, the lease/allotment can be cancelled by the University without assigning any reason and security amount will stand forfeited.

INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our Campus on any working day. In case of any further clarification, the bidders may contact Registrar, Central University of Orissa, Sunabeda, Dist-Koraput.
2. Demand Draft of ₹ 500/- (Rupees Five hundred only) towards cost of tender document drawn in favour of Central University of Orissa payable at Koraput, which is not refundable, shall have to be submitted along with the bid.
3. The tenderers shall submit their bids by two part bidding: Technical Bid and Price Bid. Technical Bid shall contain the documents of the Shop in Shopping Complex to be allotted and the Price Bid shall contain the Price of the Shop in Shopping Complex to be allotted. The Price shall be quoted in INR. The bid shall be submitted along with EMD for an amount of ₹ 5,000.00.
4. The bids must be submitted in one packet super scribed "NIT FOR LEASING OF VARIOUS SHOPS IN SHOPPING COMPLEX, CENTRAL UNIVERSITY OF ORISSA, NIT No. with Date and Last Date of Submission mentioning as per the following.
 - I. Detailed Proposal in the attached format along with additional information, if any.
 - II. Experience certificate issued by the Organisations, where similar nature of work has been executed by the agencies.
 - III. Credentials.
5. Late or incomplete bids will be summarily rejected or in case the bid is not submitted with the appropriate authority, the same shall be summarily rejected.
6. Bids without EMD will not be entertained and liable to be rejected. The E.M.D will be refunded to the unsuccessful bidder.
7. All relevant information and documents must be furnished along with the proposals.
8. The University reserves the right to cancel / reject any or all offers without assigning any reason whatsoever.
9. Bids shall be submitted either through Registered Post or could be inserted in to the Tender Box put in the Registrar's office NO other mode of submission shall be entertained.

APPLICATION FORM (BID DOCUMENT)

1. Applicant :
2. Full Name :
3. Address & Contact No :
:
:
4. PAN Card No. (copy to be attached) :
5. Address Proof (copy to be attached) :
6. Adhar Card No. (copy to be attached) :_
7. GST No. (copy to be attached) :
6. Experience Certificate (copy to be attached) :

Sl. No.	Name of the Shop	Minimum License fees per month (₹)	Amenities to be offered (₹)	Quoted License fees per month in (₹)
01.	Ladies Corner	1,500.00		
02.	Laundry	1,500.00		
03.	Stationery, Photocopy and binding	1,500.00		
04.	Fruits, milk & Grocery	1,500.00		

I the undersigned Shri/Smt. _____

Age _____ Resident of _____ have read all the Terms & Conditions

mentioned in this bid document and shall abide with the same. I hereby submit my unconditional quote.

Date:

Applicant's signature