



# तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

**CENTRAL UNIVERSITY OF**

(Established by an Act of Parliament, 2009)

नीलक्कुडी परिसर/Neelakudi Campus, कंगलान्चेरी/Kangalancherry,

तिरुवारूर/Thiruvavur - 610 005

CUTN/Amenities/Shops/2022

05.01.2023

## EXPRESION OF INTEREST (EoI)

### GENERAL TERMS & CONDITIONS FOR LEASING OF VARIOUS AMENITIES SHOPS IN SHOPPING COMPLEX AT CENTRAL UNIVERSITY OF

#### 1. Scope:

Central University of Tamil Nadu invites sealed Expression of Interests (EoIs) for allotment of Licensee for lease of various Shops for the fraternity of University in its campus per the terms and conditions mentioned herein. The vendors shall provide the required services/items to the University and the items should be available all the time at a reasonable and/or fixed price (i.e. MRP) of best quality and the right quantity.

The Expression of Interest (EoI) document can be downloaded from the University website [www.cutn.ac.in](http://www.cutn.ac.in) and Government of India portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and can be downloaded free of cost.

The following amenities services/shops are offered for allotment on lease which are located in the University campus shopping complex area :-

**Table-I**

S. No.	Shop No. *	Area of Shop ( sq.ft)	EMD (Rs.)	Minimum License Fee per month (excluding GST / taxes)
1.	Shop No. 1	200	10,000/-	3360.00
2.	Shop No. 2	200	10,000/-	3360.00
3.	Shop No. 3	200	10,000/-	3360.00
4.	Shop No. 4	250	15,000/-	4200.00
5.	Shop No. 5	250	15,000/-	4200.00
6.	Shop No. 6	200	10,000/-	3360.00
7.	Shop No. 7	200	10,000/-	3360.00
8.	Shop No. 8	200	10,000/-	3360.00

**\*Layout of the shops at Annexure -III**

#### 2. Submission of Expression of Interest (EoI):

- Sealed **Expression of Interest (EoI)** are invited from reputed service providers/ firms for leasing out of various shops in the Shopping Complex, Central University of campus. The proposals should reach to the Administrative block by **20.01.2023** (Friday) at **3.30 PM**.
- Opening of Expression of Interest (EoI):** The EoIs will be opened on the same day (**20.01.2023** ) at **4.00 PM** in the Administration Building in presence of the participants or their authorized representatives who may like to be present.

- c) The interested parties may inspect the University premises before submitting their Expression of Interest (EoI) forms.
- d) In case of Firms/Companies etc., the authorized representative can submit the Expression of Interest (EoI) application alongwith authorization letter.
- e) The EOI form, duly filled in, along with EMD in the form of Demand Draft in favour of "Central University of Tamil Nadu " payable at Thiruvarur should be enclosed together with the form, terms and conditions, with signatures on each page and any other supporting certificates shall be kept in cover, the shop/nature of business, name and address of the vendor should be indicated above.
- f) Incomplete filled Expression of Interest (EoI) forms and unsigned Terms & Conditions are liable to be rejected.
- g) The EoI should be submitted in single bid system. The envelop should contain the EoI with signed terms/conditions on each page as a token of acceptance, prescribed EMD (as per the intending shops) in the form of Bank Demand Draft, along with other relevant documents.
- h) The envelope should be superscribed with Tender Reference No., Name of Service and Date of Opening of Tender. Once submitted, withdrawal of EoIs is not permitted and shall result in forfeiture of EMD.
- i) The EoI shall be valid for a period of 90 days from the date of submission.
- j) The proposal should be filled-in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialed by the Proposer.
- k) The name of persons, firm/company and full postal address, alongwith contact number, e-mail should be furnished. All correspondence made by the vendor to this furnished address shall be considered as correctly delivered, notwithstanding, any changes in postal address (including contact details) shall have to be informed to the Registrar, Central University of . Late or incomplete EoIs or without the appropriate documents, shall be summarily rejected. EoI without EMD shall be summarily rejected.
- l) The University reserves the right to cancel/reject any or all offers without assigning any reason, whatsoever.
- m) Central University of Tamil Nadu or any officer duly authorized the University shall have the right to withdraw any Shop(s) from being leased out. He/She may accept or reject any offer or may stop any participant at any stage from bidding without assigning any reason thereof. Any appeal against above action shall not be entertained by the University.
- n) The EMD of unsuccessful vendor(s) will be returned and EMD of the successful bidder shall be retained by the University and may be adjusted at the time of final payment made by the vendor towards the Security Deposit. No interest on EMD and Security Deposit will be paid to the allottee/participant. Security Deposit will be amount equivalent to the 06 months (approx.) of the approved license fee. Any participant shall not be permitted to retract the EoI. In the event of dispute between the participant, the dispute shall be decided by the Registrar, Central University of and his decision shall be final and binding on all persons offering EoI. The EoIs offered in any other manner, except hereto before mentioned, shall not be considered.
- o) The shops shall be allotted through EoIs only and on the basis of eligibility of the qualified participants only.
- p) Participant can apply for individual shop, however, one person can apply for more than one shops also. Preference will be given to single vendor for similar type of service/shops.

### 3. Eligibility Criteria

All the vendors must fulfill the prescribed eligibility criteria and shall submit the relevant documents and declarations (duly self-attested) in support of their claims alongwith the EoI. The EoIs those are not meeting the Eligibility Criteria prescribed herein and not accompanying with the requisite documents and EMD, shall be treated as incomplete and will be rejected without assigning any reason.

- a) Quality Certificate, Food license or any other certificates/license as applicable, are to be submitted.
- b) Vendor should not be black-listed or debarred by the University or any other institution/agency for one year in past.
- c) Copy of Registration of the Shop/Agency/Firm/Company issued by the Nagar Nigam/ concerned authority of the State or Commercial Establishment Act, is must wherever applicable. The Agency/ Firm/ Vendor is required to submit a self-attested copy of PAN/TAN/TIN/GSTIN certificates wherever applicable.
- d) The bidder should fulfill the criteria of satisfactory execution of similar works for at least 2 years.

A Committee constituted by the University shall evaluate the Expression of Interest (EoI)s. The decision of the Committee in the evaluation of the Expression of Interests (EoIs) shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

Any approach/canvassing from the Vendor or his representative, trying to influence the decision on the Expression of Interest (EoI), officially or otherwise, shall render the Expression of Interest (EoI) liable to be summarily rejected. The Committee has been empowered to take the final decision regarding the Expression of Interest (EoI).

### 4. Allotment of Contract

The successful vendor shall enter into an Agreement for running shop(s) for which he/she emerged as successful vendor within 10 days from the date of issue of allotment letter.

### 5. Term/Period of Contract

The period of contract of shops will be **initially for a period of one year**, extendable to the maximum period of three years on mutual consent, subject to the satisfactory performance and recommendation by the concerned University Committee.

### 6. Termination of Contract:

Termination of License duly forfeiting the Security Deposit in the event of:

- (i) The licensor is at liberty to terminate the license with one month's notice, without assigning any reasons.
- (ii) The licensee fails to give (03) three months advance notice to the University for Termination of license, after completion of 09 months period in case of Shops from the day of entering into the agreement.
- (iii) The licensee defaults in payment of license fee for 03 months consecutively or 03 times in a calendar year, the license can be terminated and the security deposit will be forfeited.
- (iv) The licensee fails to do the business in the shop for a period of 30 days (for which the license is granted) for whatsoever reasons, non-payment of Security Deposit and entering into an agreement in the stipulated period.
- (v) The licensor (University) shall have the right to terminate the license (contract) if in

his opinion, the quality of goods/services sold is not upto the standard/satisfaction, besides forfeiting the security deposit.

#### **7. Minimum Period of Doing Business:-**

- a) The licensee shall have to run the business for a minimum period of one year in respect of the Shops from the date of entering into an agreement. If the Licensee desires to vacate the premises for whatsoever reasons before completion of the license period of one year, the licensee has to pay the balance license fee amount of the period which falls-short in period of one year;
- b) License fee shall be increased by five percent (5%) of existing rent amount each year;
- d) The successful vendor/allottee shall enter into a deed of license on a non-judicial stamp paper worth Rs.500/- for lease of One year or as the case may be, within 10 days and shall commence the business within Fifteen days, from the date of allotment letter.
- e) If the vendor/allottee fails to enter into deed of license and/or couldn't commence the business within 15 days from the date of allotment letter, the Security Deposit amount shall be liable for forfeiture. The University reserves the right to issue further allotment letter to the next eligible vendor for the shop/service.
- f) Payment of License Fee: The allottee vendor shall have to pay monthly license fee in advance on or before 7<sup>th</sup> day of every month. In case of late payment of monthly License fees, electricity and water charges, appropriate penalty will be imposed as decided by the University;
- g) The Licensee shall abide by the conditions of license deed executed between the Licensee and the Licensor (CUTN) during the period of license;

#### **8. Other Terms & Conditions:**

- 1) The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the allottee/s separately. Such Service Charges/any other charges/ taxes shall be deposited to Central University of Tamil Nadu from the allottee/s along with the license fees and shall further pay to the concerned authority. GST and other statutory levies/taxes will be applicable as per rules.
- 2) The items/service with the rates shall generally remain fixed as per the EoI initially for a period of one year, and may be considered for revision by the University. However, the University reserves the right to change with the prior intimation to the shop allottee. The shop allottee shall display the approved rates for items/services prominently in the shop. Bill/Receipt of payment shall be provided to all customers for every item sold whether the same is demanded by customer or not.
- 3) The items/ services and rates may be changed by the University as per the quantity, quality of items/ services. Any change in rates, timing and any additional item to be included in the approved list shall require the permission of the University. Only such articles shall be offered for sale, which are particularly approved by the University for the shop(s). The University may, by an order in writing, prohibit the sale of the items, which are in contravention of the instructions.
- 4) The allotment of shop to the eligible and successful vendor shall be given on full payment of amount of Security deposit and EMD to Central University of Tamil Nadu and on execution of the agreement/lease deed on non-judicial stamp paper of Rs. 500/- (Rupees Five Hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall be borne by the successful vendor/allottee.
- 5) The shop allottee or his/her representative is restrained to make any change in electrical wiring, fittings etc. without prior permission of the University. The shop 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 shop allottee will be prosecuted and the shop impounded with risk and cost of the defaulter shop allottee concerned.

- 6) The shop allottee shall have to pay the electricity bill as per actual meter reading to Central University of Tamil Nadu and water charges at a flat rate of Rs. 500/- per month for each shop allotted for the amenities..
- 7) The shop 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.
- 8) The ownership of the shop and its legal possession will remain with Central University of Tamil Nadu. The allottee will have the right to use the shop during the license period for the approved purpose only.
- 9) The shop allottee shall not transfer, sublet or assign any part of his interest in the agreement and that the (period of this) agreement shall also be liable to be terminated by death or insolvency of the shop allottee before expiry of the agreement. In case the Licensee is found to sublet the shop, his/her lease will be cancelled immediately. 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.
- 10) The shop shall be allotted 'as is where is' basis. The allottee has to arrange all necessary equipments, sitting furniture, utensils, dustbins etc. for running the shop at his own level. The allottee shall arrange his/her own furniture, temporary partition, installations, shelves, etc. for running the shop.
- 11) The shop allottee and his staff shall make their own residential arrangements outside the University campus.
- 12) If in the opinion of the University, the performance of any person deployed by the shop allottee is not satisfactory or his/ her behavior/ discipline is not conducive to retain them for work, he/ she should be removed/replaced immediately.
- 13) The University shall be entitled to recover any outstanding dues including penalty/fine, installment and other due from security deposit of the Licensee.
- 14) The Licensees will not be allowed to extend the facility of shop to the outsiders. The shops are solely meant for use by the Residents, Students, Visitors and Staffs of the University.
- 15) The sale, storage or stock, deposit of narcotics, tobacco, alcohol and other contraband and 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.
- 16) 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. shall be responsible for the repair of shop required, if any, during the lease period.
- 17) The allottee/shop owner 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 and the surrounding areas and disposal of garbage, in each default a fine of Rs. 1000/- will be imposed on the licensee.
- 18) The allottee shall be responsible to make all arrangements to ensure with regard to the safe custody of shops. The University shall not be responsible for any damage, loss or theft in shop, if any.
- 19) The decision of Honorable Vice Chancellor, Central University of Tamil Nadu in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.
- 20) The rates shall be quoted by the vendors for the each shops and the rates quoted highest will be consider for the Expression of Interest.**

**Annexure I**

**VENDOR DETAILS**

1. Full Name of Applicant / Firm : \_\_\_\_\_
2. Educational Qualification:  
(attach copies of certificates) \_\_\_\_\_
3. Address & Contact Details. :  
(Mobile/Phone No. & Email)  
(proof to be attached) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. PAN Card No. (copy to be attached) : \_\_\_\_\_
5. GST Registration No. :  
(copy to be attached) \_\_\_\_\_
6. FSSAI License No. (If applicable) : \_\_\_\_\_
7. Bank Details (for NEFT) :  
a) Account Number \_\_\_\_\_  
b) Branch Name \_\_\_\_\_  
c) IFSC/ MICR code \_\_\_\_\_
8. Proof of the Registration of Shop/ Firm : \_\_\_\_\_
9. Details of existing shop/firm : \_\_\_\_\_
10. Satisfactory execution of similar works  
for at least 2 years (attested copies of  
award letters, supply orders, agreement,  
experience certificates  
and any other related document) : \_\_\_\_\_
11. Audited Financial Annual Turnover : \_\_\_\_\_  
(FY 2020-21, FY 2021-22)

Date:

(Signature of applicant)

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**Annexure II**  
**FINANCIAL BID**

**(Keep this Financial Bid in separate sealed envelope)**

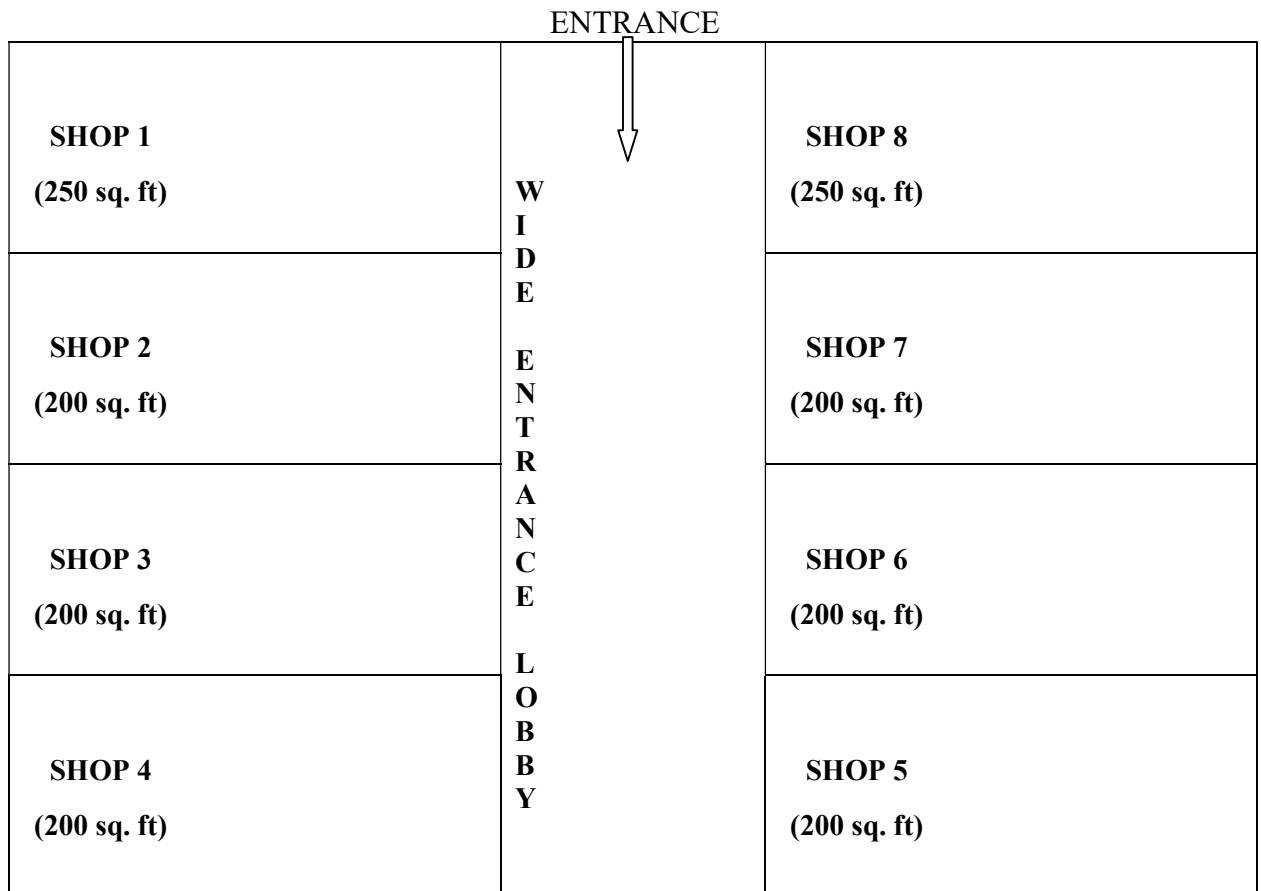
Name of Shop:

1.	Name of Tenderer and Agency	:	
2.	Registration No. of the Agency (if any)	:	
3.	Monthly License (should not be less than minimum license fee)	:	Monthly License fee willing to pay Rs. ...../- (Rupees ..... ..... ..... ..... ..... only)
4.	Shop No. (To be mentioned)		
5.	Type of shop with items/menu to be sold		

Signature of Tenderer & Date

Name and Address of the Tenderer

### Annexure III



#### Types of Shops proposed:

1. General Store
2. Beauty Parlour (Girls)
3. Saloon (Boys)
4. Coffee, Tea & Snacks
5. Bakery and Juice
6. Printing, Xerox, Binding, Internet browsing including all types of stationeries
7. Fast Food
8. Fruits shop
9. Mobile/ Laptop services
10. Tailoring shop