



CHAUDHARY DEVI LAL UNIVERSITY

(Established by the State Legislature Act 9 of 2003)

BARNALA ROAD, SIRSA-125055

Telephone No. **01666-239822**, Email: **genbr@cdlu.ac.in**

No.CDLU/Gen/A-III/2022/704

Dated: 17/05/2022

To

Director UITDC,
CDLU, Sirsa.

Sub: Regarding Auction Notification of Canteen Tagore Bhawan and Cafeteria in Shopping Complex, CDLU, Sirsa.

Sir,

Kindly find enclosed herewith an Auction Notice alongwith Terms & Conditions of Canteen Tagore Bhawan and Cafeteria in Shopping Complex, CDLU, Sirsa.

It is requested to ensure that the Auction Notice alongwith Terms & Conditions may be uploaded on the University Website.

Encl. / Auction Notice and Terms & Conditions.

Assistant Registrar (Gen. Br.)

C.C.

A copy of above is forwarded to the following for information :-

1. OSD to Vice-Chancellor (for kind information of the Vice-Chancellor) CDLU, Sirsa.
2. PS to Registrar (for kind information of the Registrar) CDLU, Sirsa.



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Chaudhary Devi Lal University, Sirsa
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AUCTION NOTICE

Canteen Tagore Bhawan and Cafeteria in Shopping Complex are to be auction on rent basis on 30.05.2022 at 11:30 AM in the Committee Hall, 1st Floor, C.V. Raman Bhawan, CDLU, Sirsa. All interested persons are requested to reach in the Committee Hall on the aforesaid date & time. The size of space and other terms and conditions will be provided at the time of auction. This information shall also be made available on the University Website www.cdlu.ac.in.

-sd-
Assistant Registrar
(General Branch)



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TERMS & CONDITIONS FOR ALLOTMENT OF CANTEEN NEAR TAGORE BHAWAN

1. For taking part in the Auction, the concerned party/person shall have to deposit a sum of ₹10,000/- as a token money at the time of auction of Canteen, Near Tagore Bhawan, CDLU, Sirsa (herein after called as '**Canteen**'). The minimum reserve rent shall be ₹10,000/- per month + GST 18% extra. The successful bidder shall have to deposit a refundable EMD of ₹50,000/- for allotment of Canteen which shall be refunded after successful completion of the license/contract period. The token money (i.e. ₹10,000/-) of unsuccessful bidder will be returned on the spot after the bid. However, in case of successful bidder(s), the token money ₹10,000/- will be adjusted in EMD and receipt of EMD for ₹50,000/- will be issued after receiving remaining ₹40,000/- on the spot after completion of bid subject to entire satisfaction of the University Authorities and after clearing all pending dues.
2. The organization/agency/proprietor/bidder should be registered as per the relevant Act (Companies Act or Limited Liability Partnership Act or Sole Proprietorship, any other relevant Act) in India (A self-attested copy of its proof shall be required). It should have an annual turnover of ₹10.00 lakh and above for the last three financial years which should be supported by legible copy of the Profit & Loss statement and Balance Sheet audited from Chartered Accountant.
3. The bidder should submit the copy of PAN Card, GSTIN Proof/Card, ITR and its acknowledgement for the last three financial years.
4. The organization/agency/proprietor/bidder should submit an affidavit duly attested by Notary/Magistrate for not having been blacklisted/ debarred by any State Govt. or Central Govt. Department/Organization/ Institution.
Note:- The documents mentioned at Sr. No.2, 3 & 4 shall be required before starting of Bid and only eligible bidders will be allowed to participate in the bid.
5. The successful organization/agency/proprietor/bidder shall display the name of the firm as display board on top of the Canteen.



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6. The highest bidder for the rent will be allotted Canteen. The successful bidder shall have to deposit the whole amount of rent of the complete year plus applicable taxes i.e. 18% GST etc. in advance within 7 days of receipt of allotment letter failing which his allotment will be cancelled and his EMD of ₹50,000/- shall be forfeited. Drinking water charges will be made @ ₹100/- per month as lump sum charges. Allottee will deposit the water charges of the complete year in advance. Canteen will be leased out for one year on rent basis in the 1st instance which may be extended further on year to year basis. Such extension can be allowed by increasing the rent @10% extra of the rent reserved as per highest bid after receiving the request of the allottee and considered by the University Authority with advance payment of rent and water charges as mentioned above.
7. An agreement shall be prepared & signed between Allottee and the Registrar of the University on a stamp paper costing of ₹100/- provided by the allottee within 07 days from the date of issue of the allotment letter. The Allottee will pay all the expenses, stamp duty and other expenses required to be paid on account of legal formalities prescribed under law at the time being or in future.
8. The canteen entrusted to the allottee will be utilized for the purpose, it has been allotted and would be kept in perfect sanitary conditions and will maintain the University property in good conditions. After termination/completion of the allotment license period the canteen shall be handed over back to the University within 03 days in the same condition and with all the fittings and fixtures facilities as provided by the University to be provided in due course during the allotment period. The time of above said three days shall be only for vacation of canteen and allottee shall not run the business of any kind during said three days.
9. Allottee shall occupy the canteen provided by the University for running the said business to the satisfaction of the University authorities.
10. Allottee shall make satisfactory and adequate seating arrangements for the customers. The items/articles to be served or sold at reasonable rates on quality basis. The allottee shall display the rate list on appropriate place. Allottee shall also provide a complaint and suggestion box at the canteen that



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will be opened for inspection by the representative of the University. University reserves the right to exercise check in any form at any time.

11. On request of the allottee, electricity connection will be provided as per availability. The allottee has to install his own electric meter after getting the same inspected from Construction Branch, CDLU, Sirsa. The allottee shall pay the monthly electricity charges on actual consumption basis as per prevailing rates in CDLU, Sirsa within 07 working days of receipt of electricity bill, failing which electricity connection will be disconnected and a fine @ ₹20/- per day (after the lapse of above said 07 days) till date of deposit of charges shall be charged.

The electricity connection can be got restored by the allottee on payment of ₹200/- (restoration charges) and all previous electricity dues along with fine (if any).

12. University reserves the right to exercise check in any form at any time. In case any complaint/default/deterioration of required quality or otherwise is observed, the allottee shall be liable to pay reasonable penalty levied by the University after notice and shall have to deposit the penalty amount within a week from the date of issue of such orders.
13. Subletting of the canteen shall not be allowed at any stage. General Power of Attorney will not be acceptable in the said allotment.
14. Allottee shall not make any addition/alterations in the Canteen without prior written approval of the University. The allottee will be liable to pay the damage or harm caused to the University property/Customer due to act/negligence of allottee or his employee(s) at any point of time. University reserves the right to cancel the allotment on this ground after giving one month notice and have the right to get the canteen vacated for infringement of agreement/terms & conditions or in the interest of University. In case the canteen is not vacated within one month after receiving the notice, the allottee shall not run the business of any kind in canteen and a penalty @ ₹500/- per day will be charged till vacation of canteen.
15. Allottee will not encroach the University premises beyond the allotted space at any cost. Allottee will not stock any empty packaging cases, baskets or any other material on the roof of the canteen or in the open space outside the canteen allotted to him.



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16. In case the allottee want to vacate the canteen (not before passing of three months from the date of taking the possession), the allottee will have to give one month notice or one month rent in lieu of the notice period.
17. In case of any dispute, which is not covered in the terms and conditions/agreement, the matter will be referred to the Vice-Chancellor whose decision shall be final and all the legal matters will be come under jurisdiction of Courts at Sirsa only.
18. Allottee will be fully responsible for good conduct and character of his workers and to keep the servants with neat and clean clothes preferably in proper clean and washed uniform. Child labour as per Govt. norms is strictly prohibited.
19. The sale and consumption of smoking things and alcohol narcotics of all types are completely prohibited at the campus.
20. Timing of opening the canteen is fixed i.e. from 07.00AM to 07.00PM (Summer) and from 07.00 AM to 06.30 PM (Winter). However, on demand of the students timing can be extended for closing on the recommendation of the DSW and Estate Officer, CDLU, Sirsa.
21. The places are in the University premises and thus directions of the University issued from time to time must be complied with by the bidder.
22. Illegal activity, act, articles, items on the place/by the bidder/employee of the bidder will be strictly prohibited and in case of failure, punitive and legal action including vacation of premise will warrant.
23. The activities at the places to be run by following the rules, regulations issued from time to time by the Govt. /Concerned office.
24. The university shall not be responsible in any manner for the losses incurred during license period to the bidder due to force major as War, riots, pandemic, earthquakes, hurricanes, lightning, and explosions, energy blackouts, unexpected legislation, lockouts, slowdowns, strikes etc. etc.
25. University is an education institute and thus noise, nuisance and unwanted gathering of outsider strictly prohibited.
26. The university has no liability regarding debit/credit transaction of the bidder with anyone.



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TERMS & CONDITIONS FOR ALLOTMENT OF CAFETERIA

1. The cafeteria in the shopping complex of CDLU, Sirsa will be auctioned on rent basis. The detail of location of Cafeteria is given as under:-

Sr. No.	Type of Cafeteria and location	Size in Mtr.
1.	Cafeteria (Ground Floor in shopping complex)	i) Dining Hall – 10.43x16.605=173.190 Sq. m. ii) Kitchen – 10.430x6.535=68.160 Sq. m. iii) Store – 2.595x3.950=10.250 Sq. m iv) Washing Area – 3.66x3.95=14.95 Sq. m. v) Open + S. Toilet – 3.945x4.06=16.036 Sq. m. vi) Open Courtyard – 23.60x12.50M=295.00 Sq. m.

For taking part in the Auction, the concerned party/person shall have to deposit a sum of ₹20,000/- as a token money at the time of auction of Cafeteria, Near Tagore Bhawan, CDLU, Sirsa (herein after called as '**Cafeteria**'). The minimum reserve rent shall be ₹20,000/- per month + GST 18% extra. The successful bidder shall have to deposit a refundable EMD of ₹1,00,000/- for allotment of Cafeteria which shall be refunded after successful completion of the license/contract period. The token money (i.e. ₹20,000/-) of unsuccessful bidder will be returned on the spot after the bid. However, in case of successful bidder(s), the token money ₹20,000/- will be adjusted in EMD and receipt of EMD for ₹1,00,000/- will be issued after receiving remaining ₹80,000/- on the spot after completion of bid subject to entire satisfaction of the University Authorities and after clearing all pending dues.

2. The organization/agency/proprietor/bidder should be registered as per the relevant Act (Companies Act or Limited Liability Partnership Act or Sole Proprietorship, any other relevant Act) in India (A self-attested copy of its proof shall be required). It should have an annual turnover of ₹20.00 lakh and above for the last three financial years which should be supported by legible copy of the Profit & Loss statement and Balance Sheet audited from Chartered Accountant.



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3. The bidder should submit the copy of PAN Card, GSTIN Proof/Card, ITR and its acknowledgement for the last three financial years.
4. The organization/agency/proprietor/bidder should submit an affidavit duly attested by Notary/Magistrate for not having been blacklisted/ debarred by any State Govt. or Central Govt. Department/Organization/ Institution.

Note:- The documents mentioned at Sr. No.2, 3 & 4 shall be required before starting of Bid and only eligible bidders will be allowed to participate in the bid.

5. The successful organization/agency/proprietor/bidder shall display the name of the firm as display board on top of the Cafeteria.
6. The highest bidder for the rent will be allotted Cafeteria. The successful bidder shall have to deposit the whole amount of rent of the complete year plus applicable taxes i.e. 18% GST etc. in advance within 7 days of receipt of allotment letter failing which his allotment will be cancelled and his EMD of ₹1,00,000/- shall be forfeited. Drinking water charges will be made @ ₹300/- per month as lump sum charges. Allottee will deposit the water charges of the complete year in advance. Cafeteria will be leased out for one year on rent basis in the 1st instance which may be extended further on year to year basis. Such extension can be allowed by increasing the rent @10% extra of the rent reserved as per highest bid after receiving the request of the allottee and considered by the University Authority with advance payment of rent and water charges as mentioned above.
7. An agreement shall be prepared & signed between Allottee and the Registrar of the University on a stamp paper costing of ₹100/- provided by the allottee within 07 days from the date of issue of the allotment letter. The Allottee will pay all the expenses, stamp duty and other expenses required to be paid on account of legal formalities prescribed under law at the time being or in future.
8. The Cafeteria entrusted to the allottee will be utilized for the purpose, it has been allotted and would be kept in perfect sanitary conditions and will maintain the University property in good conditions. After termination/completion of the allotment license period the Cafeteria shall be handed over back to the University within 03 days in the same condition and with all the fittings and fixtures facilities as provided by the University to be



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provided in due course during the allotment period. The time of above said three days shall be only for vacation of Cafeteria and allottee shall not run the business of any kind during said three days.

9. Allottee shall occupy the Cafeteria provided by the University for running the said business to the satisfaction of the University authorities.
10. Allottee shall make satisfactory and adequate seating arrangements for the customers. The items/articles to be served or sold at reasonable rates on quality basis. The allottee shall display the rate list on appropriate place. Allottee shall also provide a complaint and suggestion box at the Cafeteria that will be opened for inspection by the representative of the University. University reserves the right to exercise check in any form at any time.
11. On request of the allottee, electricity connection will be provided as per availability. The allottee has to install his own electric meter after getting the same inspected from Construction Branch, CDLU, Sirsa. The allottee shall pay the monthly electricity charges on actual consumption basis as per prevailing rates in CDLU, Sirsa within 07 working days of receipt of electricity bill, failing which electricity connection will be disconnected and a fine @ ₹20/- per day (after the lapse of above said 07 days) till date of deposit of charges shall be charged.

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the right to get the Cafeteria vacated for infringement of agreement/terms & conditions or in the interest of University. In case the Cafeteria is not vacated within one month after receiving the notice, the allottee shall not run the business of any kind in Cafeteria and a penalty @ ₹1,000/- per day will be charged till vacation of Cafeteria.

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