



SHORT NOTICE INVITING TENDER

FOR

**PROVIDING LODGING RELATED SERVICES AND ANCILLARY FOR
500 SPORT'S WOMEN ITEMS DURING INTER-UNIVERSITY LEVEL
WOMENS POWER LIFTING CHAMPIONSHIP AT CENTRAL
UNIVERSITY OF HIMACHAL PRADESH**

TENDER NO: SD/1-1/CUHP/2022/NIT-II

DATE: 28/02/2023

हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
Central University of Himachal Pradesh

धर्मशाला, जिला काँगड़ा (हि.प्र.)-176215
Dharamshala, Distt. Kangra (H.P.)-176215

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Tender no.: SD/1-1/CUHP/2022/NIT-II

Dated: 28.02.2023

1. NOTICE INVITING TENDER

The Convener, Boarding & Lodging Committee, CUHP for and behalf of Central University of Himachal Pradesh invites sealed Single Bid Item Rate Tender in offline mode from reputed Lodging Vendors/Agencies for providing Lodging related services and ancillary items during Inter-University Level Women's Power Lifting Championship being organised from 9th to 12th March, 2023 by Central University of Himachal Pradesh at SAI Ground/Indoor Stadium, Dharamshala. The list of items required by the CUHP is given in this Tender Document under Financial Bid (BoQ). The details of the tender are as follows:-

Name of the work:	Providing Lodging Related Services and Ancillary Items During Inter-University Level Women Power Lifting Championship At Central University Of Himachal Pradesh
Tender No.	SD/1-1/CUHP/2022/NIT-2, Dated: 27.02.2023
Type of Tender:	Single Bid - Open Tender Enquiry
Cost of tender documents	Rs. 590 (500+ 18% GST) Non-Refundable, DD in favour of The Finance Officer, CUHP, Dharamshala payable at Dharamshala)
Earnest Money Deposit (EMD):	Rs. 10,000/- (Rupees Ten Thousand only) (FDR pledged in favour of The Finance Officer, CUHP, Dharamshala) to be attached with the tender in Technical Bid envelope.
Duration of Contract	8 th to 13 th March, 2023
Date of Issue of tender:	28.02.2023
Last date and time for submission of bids:	Date: 06-03-2023 Time: 11:30 AM
Date and Time of Opening of Bids:	Date: 06-03-2023 Time: 02:00 PM
Contacting Authority:	Convener, Boarding & Lodging Committee, Inter-University Level Women Power Lifting Championship Dhauladhar Parisar-I, Dharamshala, District Kangra, HP

The tender document (consisting of the schedule of quantities of various types of items to be executed, the set of terms and conditions of the contract and other documents, if any) can be downloaded from the University's website <http://www.cuhimachal.ac.in/>. Corrigendum, if any, will be published only on University Website. The University shall not be responsible for any delay / difficulties / inaccessibility of downloading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from internet and the master copy available in this office, the latter shall prevail and will be binding on the tender(s). No claim on this account will be entertained.

(Convener)
Boarding & Lodging Committee
On behalf of Central University of Himachal Pradesh

Copy to:

- 1) Notice Board
- 2) University Website.

(Convener)

2. TERMS AND CONDITIONS

2.1 BID SUBMISSION:

- 2.1.1 The tender document can be downloaded from the website of the University (www.cuhimachal.ac.in) for which bidder would be required to enclose a demand draft of Rs.590/- (Rs. 500 + 18% GST) towards the cost of the tender document along with their quotes, failing which the tender shall be out rightly rejected. If any discrepancies found in the downloaded version of the tender, the version of the tender document kept at University will be treated as authentic and correct.
- 2.1.2 The sealed bids are to be submitted in prescribed format duly stamped, signed, and dated on each page including the Annexures. Details/supporting documents wherever applicable, if attached with the bid should be dully authenticated by the vendor/s. No over-writings shall be accepted unless authenticated with full signature of the vendor/s.
- 2.1.3 The tender shall be submitted in the office of Convener at Dhauladhar Parisar –I at Dharamshala in a single envelope.
- 2.1.4 Not more than one tender shall be submitted by one bidder having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 2.1.5 Tender downloaded from the University website www.cuhimachal.ac.in, shall not be tampered/modified in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be black listed from doing business with the CUHP.
- 2.1.6 Intending tenderers are advised to keep checking the University website www.cuhimachal.ac.in regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
- 2.1.7 The sealed bids duly super scribed, **“Providing Boarding & Lodging Related Services and Ancillary Items During Inter-University Level Women’s Weight Lifting Championship At Central University Of Himachal Pradesh”** should reach the Office of Convener, **Boarding & Lodging** Committee, Dhauladhar Parisar-I at Dharamshala either by registered post / speed post / or by dropping in the tender box (on the below address), on or before 06-03-2023 by 11.30 AM.

Address:

**Convener,
Boarding & Lodging Committee,
Inter-University Level Women’s Power Lifting Championship
Dhauladhar Parisar-I, Dharamshala
District Kangra, HP**

- 2.1.8 Bids received after the stipulated date and time shall not be entertained. The University shall not be liable for any postal delays what so ever and bids received after the stipulated time/date are liable to be rejected summarily without giving any reason.
- 2.1.9 The bids shall be opened on 06-03-2023 by 02.00 PM in the presence of those bidder(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a close holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.

2.2 BID SECURITY/EMD PAYMENT:

- 2.2.1 Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand Only) in the form of Fixed Deposit Receipt (FDR) pledged in favour of The Finance Officer, CUHP, Dharamshala has to be submitted along with the Bid. EMD of unsuccessful bidders will be returned to them after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 2.2.2 Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- 2.2.3 The EMD of the successful bidder will be converted as part of the performance security.
- 2.2.4 **Forfeiture of EMD:**
The EMD of the bidders shall be forfeited in the following circumstances:-
- the bidder withdraws its bid;
 - the selected bidder does not accept the Purchase / Work Order;
 - the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
 - any other unjustified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.

2.3 QUALIFICATION CRITERIA/DOCUMENTS REQUIRED:

The following documents are to be furnished by the Firm/Vendor along with Technical Bid as per the tender document:

- Tender Fee/Processing Fee amounting to Rs 590/- in the form of Demand Draft in favour of The Finance Officer, CUHP, Dharamshala payable at Dharamshala**
- Earnest Money Deposit amounting to Rs.10,000/- (Rupees Ten Thousand Only) in the form of FDR pledged in favour of The Finance Officer, CUHP, Dharamshala.**
- Copy of the valid PAN Card.**
- Copy of Goods & Sales Tax Registration (GST) Certificate.**
- Annexure-A and Annexure-B**

Any prospective bidder, not satisfying any of the above mentioned qualification criteria shall be disqualified.

- 2.4 All the arrangement with proper setting as per directions of Convener, Boarding & Lodging Committee shall be completed latest by 2:00 PM on 08.03.2022.
- 2.5 The Sports event shall be held from 09.03.2023 till 12.03.2023.
- 2.6 The quantity of Boarding & Lodging related and ancillary items ordered shall vary as per actual usage and requirement.
- 2.7 The rates quoted shall be all inclusive of all costs & taxes GST. Any extra costs incurred towards transportation, installation and delivery etc. shall be met by the vendor.
- 2.8 Any item not covered in the list and required subsequently shall be made available within the MRP and at a reasonable discount (comparable with the rates quoted).
- 2.9 The University reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. The University also reserves its rights to cancel the whole tender process at any stage without assigning any reason whatsoever.
- 2.10 Cutting and overwriting should be avoided. Every cutting and overwriting must be duly initialed, otherwise the bid / proposal is liable to be rejected.

- 2.11** Rates quoted must be inclusive of all charges i.e. transportation, manpower, fixing charges, operation charges etc. & taxes. Labour for petty works during the event shall have to be provided by the bidder on need basis.
- 2.12** The bidder must have sufficient workers like Supervisors, electricians, generator operators, Sound/PA/Audio Visual system operator, helpers etc.
- 2.13** All the items i.e. Lodging (Mattress, Bedsheets, Linen, Blanket /Quilt etc.) supplied by the firm should be neat & clean, unfaded, etc. Under no circumstance, sub-standard material will be accepted.
- 2.14** The items must be delivered and installed as per time frame given by the University.
- 2.15** Payment will be made to the party within one month on submission of bill subject to tally of the bill and the supplied items. No advance payment shall be made under any circumstances.
- 2.16** The firm will have to bear the cost of damage that may occur during transportation, etc
- 2.17** Any offer received from the firms/bidder without GST registration details will be summarily rejected.
- 2.18 Bid Evaluation:** The bids will be evaluated based on the overall lowest amount quoted amount by the bidder.
- 2.19** CUHP will not be responsible for any loss, damages etc. due to negligence of labour/worker, employees of the vendor and natural calamities, fire etc.
- 2.20** The vendor shall make adequate arrangements for the safety of his worker and passerby, CUHP shall not be liable for any claim, suit and other legal proceedings that may be brought by any person for injury sustained, any compensation including under worker's compensation act owing to the neglect on the part of the vendor.
- 2.21 Modification/variation in Terms of Contract:** CUHP reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- 2.22 Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the empanelled bidder/s and CUHP hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- 2.23 Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between CUHP and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to The Hon'ble Vice-Chancellor of Central University of Himachal Pradesh who may himself act as sole arbitrator or may name as sole arbitrator an officer of CUHP notwithstanding the fact that such officer has been directly or indirectly associated with this contract. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
- i. The place of the arbitration shall be at Vice-Chancellor Secretariat of Central University of Himachal Pradesh at Dharamshala (HP).
 - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - iii. The proceedings of arbitration shall be in English language.
 - iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.

v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

2.24 Jurisdiction: In respect of any dispute arising between CUHP and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Dharamshala shall only have the jurisdiction.

2.25 Right to Black List: CUHP reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).

2.26 Confidentiality: The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to CUHP will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to CUHP in divulging the information by the employees of the successful bidder, the CUHP shall be indemnified. The successful bidder agrees to maintain the confidentiality of the CUHP's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the CUHP /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

2.27 Sub-Contracting: The successful bidder will not assign or transfer and sub- contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the CUHP.

2.28 Statutory Compliance: The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract

(i) **Force Majeure:** For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of empanelled bidder/vendor or that of the University, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have been foreseen, and which substantially affects the performance of the order, such as:-

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of empanelled bidder/vendor or of the University, which prevents or delays the execution of the order either by the successful bidder or by the University.

(ii) If a Force Majeure situation arises, the successful bidder are required to promptly notify CUHP in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the CUHP in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

2.29 Indemnity Clause: The vendor will indemnify CUHP against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory

obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against CUHP by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the CUHP. As a result of the successful bidder action, inaction or any omissions, if CUHP is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to CUHP such amount along with other expenses incurred by CUHP or CUHP reserves the right to recover while settling its bills or from the amount of security deposit lying with CUHP. However, CUHP reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The CUHP shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the University. Decision of the CUHP in this respect shall be final & binding on the vendor.

2.30 Termination: The CUHP without prejudice to any other remedy for breach of contract or fails to discharge its obligation under this contract without sufficient ground or found guilty for breach of condition(s) of the contract negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent, by giving written notice of default, sent to the vendor, terminate this contract in whole or in part:

- i. If the vendor fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the CUHP.
- ii. If the vendor fails to perform any other obligations under the contract and
- iii. If the vendor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the CUHP may authorize in writing) after receipt of the default notice from the CUHP.
- iv. Without any notice or on a notice period of maximum of 30 days.
- v. Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the vendor during the period of the termination notice and the same must be satisfied / completed before the contract is terminated. The CUHP may also put in place any other vendor for carrying out the remaining work and expenditure incurred on same shall be recovered from the defaulting vendor.

The services indicated in BOQ are tentative and may be increased / decreased at the sole discretion of CUHP and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, Prof. Manoj Kumar Saxena (Convener, Boarding & Lodging Committee), (Mobile. No. 9805015599) may be contacted.

**Convener,
Boarding & Lodging Committee**

Form - I : Particulars of Bidder

S.No	Particulars	Remarks
1	Name of the Bidder	
	(a) Trade Name	
	(b) Status of the Bidder (Limited Co./LLP/Partnership/Proprietorship) (Enclose self-attested copy of document)	
2	Postal Address	
3	Mobile No./Telephone No for Communication	
4	E-mail ID	
5	Tender Fee Details: Bank Draft No, date, Bank name and amount	
6	EMD Details	
7	PAN (Enclose self-attested photocopy)	
8	GSTIN Code (Enclose self-attested photocopy)	

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender /NIT as stipulated in the tender notice no. SD/1-1/CUHP/2022/NIT-1, dated 28.02.2023. Accordingly, I/ we accept the terms and conditions.

Signature of the Bidder with
date and seal

हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
Central University of Himachal Pradesh
धर्मशाला, जिला काँगड़ा (हि.प्र.)-176215
Dharamshala, Distt. Kangra (H.P.)-176215

ANNEXURE- "B"

TENDER NO: SD/1-1/CUHP/2022/NIT-II

DATE: 28/02/2023

SCHEDULE OF PRICE BID

Name of Work:

S. No	Particulars	Unit	Rates (inclusive of all taxes)	Total Amount all inclusive
1.	Lodging facility for 500 No Sportswomen.	Lump Sum		
	Total Amount			
	Total Amount in words			

Note: -

- (i) Quoted rate should be inclusive of all applicable taxes including GST (nothing extra shall be payable).
- (ii) All Statutory deduction will be made as per prevailing rates.
- (iii) In case Vender fails to supply the services/ items ordered, the vender will be liable to pay the expenditure incurred by CUHP in making alternate arrangements + 20% of said expenditure as penalty.

Declaration: I/We do hereby accept all the terms and conditions laid down in the tender document for the above said work/supply. I/We also agree to the condition that the right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the Competent authority of the University without any obligation or liability whatsoever.

Signature of the Bidder with date and seal