



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
केन्द्रीय विश्वविद्यालय अधिनियम, 4209 के तहत स्थापित
वित्त विभाग, धर्मशाला, काँगड़ा, हिमाचल प्रदेश- 176215
Accredited by NAAC with 'A+' grade with CGPA of 3.42



NOTICE INVITING TENDER

FOR

HIRING OF BOARDING & LODGING FACILITIES FOR 420 STUDENTS/SPORTSWOMEN & TEAM MANAGER/CONTINGENT INCHARGES ON TEMPORARY BASIS BY CENTRAL UNIVERSITY OF HIMACHAL PRADESH

TENDER NO: NIT/CUHP/2024/001

DATE: 19.01.2024

PART-I: TECHNICAL BID



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
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Tender no.: NIT/CUHP/2024/001

Dated: 19.01.2024

1. NOTICE INVITING TENDER

The Registrar, CUHP for and behalf of Central University of Himachal Pradesh invites sealed Item Rate Bids (Two Bid System) in offline mode for “**Hiring of an Accommodation to be used for boarding and lodging facility for 420 No Students/Sportswomen Team Manager by Central University of Himachal Pradesh**” in connection with “*All India Zonal Level Women Weight Lifting Competition*” being organized by the Central University of Himachal Pradesh from 6th Feb. 2024 to 9th Feb. 2024 at Dharamshala. The accommodation shall be required on temporary basis. The building/s shall be located in a radius for approx. 30 Kms from Dharamshala town. The details of accommodation required by the CUHP is given in the Part II of this Tender Document under Financial Bid (BoQ). The details of the tender are as follows:

Name of the work:	Hiring of an Accommodation to be used for boarding and lodging facility for 420 No Students/Sportswomen by Central University of Himachal Pradesh
Tender No.	NIT/CUHP/2024/001
Type of Tender:	Open Tender Enquiry
Estimate Value:	--
Cost of tender documents	Rs. 590 (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 Requirement	06.02.2024 (Evening) till 10.02.2024 (Morning).
Date of Issue of tender:	19.01.2024
Last date and time for submission of bids:	Date: 29.01.2024 Time: 03:00 PM
Date and Time of Opening of Technical Bids:	Date: 30.01.2024 Time: 11:00 AM
Schedule of Opening of Commercial/ Financial Bids	Date: 30.01.2024 Time: 11:00 AM

Signature of the Tenderer

Page 2 of

Contacting Authority:	Prof. Roshan Lal Sharma, Convenor, Boarding & Lodging Committee Central University of Himachal Pradesh, Dhauladhar Parisar-I, Dharamshala, District Kangra, HP-176215
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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 the 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 tenderer(s). No claim on this account will be entertained.

Convenor
Boarding & Lodging Committee
Central University of Himachal Pradesh

Copy to:

- 1) Notice Board
- 2) University Website.

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 U will be treated as authentic and correct.
- 2.1.2 The sealed bids are to be submitted in prescribed format on company business letter head/enclosed sheet 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 online in two part, viz., Technical bid and Financial (Price) bid.
- 2.1.4 Not more than one tender shall be submitted by one contactor or contractors 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 Tenderer can download the tender from the University website www.cuhimachal.ac.in and, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer shall be liable to be blacklisted 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 superscribed, "Hiring of an Accommodation to be used for boarding and lodging facility for 420 No Students/Sportswomen and Team Manager on temporary basis by Central University of Himachal Pradesh" must reach the following address **by registered/speed post on or before 29.01.2024 by 3.00 p. m. :**

Prof. Roshan Lal Sharma, Convenor, Boarding & Lodging Committee, Central University of Himachal Pradesh, Dhauladhar Parisar-I, Dharmshala, District Kangra, HP-176215

- 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 whatsoever and the bids received after the stipulated time/date shall be liable to be rejected summarily without giving any reason.
- 2.1.9 The bids shall be opened **on 30.01.2024**, 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 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.
- 2.1.10 Bids shall be opened as per date/time as mentioned in the Notice Inviting Tender.

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 Technical 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 can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.
- 2.2.4 **Forfeiture of EMD:**
The EMD of the bidders shall be forfeited in the following circumstances:
- the bidder withdraws his/her 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:

- i) **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

- ii) **Earnest Money Deposit amounting to Rs. 10,000/- in the form of FDR pledged in favour of The Finance Officer, CUHP, Dharamshala.**
- iii) **The entire tender document duly signed on each page.**
- iv) **Copy of the valid PAN Card.**
- v) **Copy of Goods & Sales Tax Registration Certificate.**
- vi) **Bidder should be registered with the appropriate building registration authority**
- vii) **Details and location of accommodation offered by the bidder alongwith building floor plans.**
- viii) **A Certificate/Undertaking on the letter head of the Company to the effect that the Bidder/Contractor has not been blacklisted anywhere in India or abroad by any organization (as per format attached in Annexure-‘B’).**
- ix) **Additional information, if any (attach separate sheet)**

2.3.1 The Bidder should have experience in making arrangement for Boarding & Lodging for Public Sector Companies/Banks or Government Departments, etc.

Similar Works shall mean: The caterer should have an experience of providing accommodation services for programmes organized by Central Govt. Departments/Institutions / PSUs or any other organization of repute.

Any prospective bidder, not satisfying any of the above mentioned qualification criteria shall be disqualified on technical grounds and the Price/Financial bid of such disqualified bidder will not be considered for this tender.

- 2.4 The accommodation should be located in a radius of around 30 Kms from Dharamshala Town. Details of Rooms/Dormitories/Halls available shall be submitted by the bidder along with the Technical Bid. In case the accommodation is located in two or more buildings, the buildings should be within a 1 Km radius of each other only.
- 2.5 Adequate Toilet facilities should be available within the building(s)/premises itself along with hot water facility.
- 2.6 Adequate Parking Space for 4-5 buses should be available within the building/premises itself.
- 2.7 Adequate dining space for the students should be available within the building itself.
- 2.8 The building should have a clear approach road wide enough for a bus.
- 2.9 Breakfast/Dinner facility if required shall be available and has to be quoted separately as per BoQ attached at Annexure I.
- 2.10 The successful tenderer shall deposit security deposit of Rs. 10,000/- in the form of D.D. or Fixed Deposit (pledged in favour of Finance Officer, Central University of Himachal Pradesh, Dharamshala) / which shall only be released after completion of the contract. The security deposit shall be interest free.
- 2.11 The security amount shall be forfeited if the bidder cancels the booking without any genuine reason or without prior notice.

- 2.12 The successful bidder shall be responsible to make arrangement of the meals only on the written request of the authorized officer of CUHP.
- 2.13 The successful bidder shall not sub-contract the services of personnel sponsored by them
- 2.14 The bidders may give representations (if any) against them getting technically disqualified before the date of opening of the Financial Bids. No representation after the opening of Financial Bids shall be entertained, whatsoever.
- 2.15 After opening the technical bid, a committee of officers of CUHP shall visit the establishment of bidders which qualify technically, to check the facilities provided by each one.
- 2.16 **INSTRUCTIONS RELATING TO BOARDING & LODGING ARRANGEMENTS:**
- i. Drinking water arrangements should be provided in the building/premises.
 - ii. Each room should be equipped with a 1 No bed, 1 No Mattress, 1 No Quilt, 1 No Blanket, 1 No Pillow, 1 No Almirah for each student.'
- 2.16.1 Electricity supply and running tap water shall be provided free of charge.
- 2.16.2 Consumption of alcohol, gutkha and smoking at the place of venue by any of the hotel workers is strictly prohibited.
- 2.16.3 Security of material is the responsibility of the vendor CUHP will not be responsible for any loss of materials.
- 2.17 The rates quoted shall be inclusive of all costs.
- 2.18 CUHP reserves the right to impose penalty of up to 10% of total bills if the services are not satisfactory.
- 2.19 The Institute 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 Institute also reserves its rights to cancel the whole tender process at any stage without assigning any reason whatsoever.
- 2.20 Cutting and overwriting should be avoided. Every cutting and overwriting must be duly initialed, otherwise the bid / proposal is liable to be rejected.
- 2.21 **Bid Evaluation:**
- 2.21.1 All the participating firms should quote their rates (inclusive of all taxes) for making arrangement for Boarding & Lodging for Students.
 - 2.21.2 All terms & conditions stipulated in the tender document shall be considered for selection of firm(s). However, L-1 firm will be decided on the least cost method for providing **Accommodation / boarding and lodging facility for 420 No Students/Sportswomen and Team Manager**. The rates quoted shall be inclusive of all applicable taxes.
 - 2.21.3 The tender will be decided purely on least cost method. There will be no weightage given to Technical bid and it is purely qualifying in nature.
- 2.22 The University reserves the right to award all the work to a single vendor or multiple vendors as per its requirement.
- 2.23 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.
- 2.24 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.

2.25 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.

2.26 Recovery: Whenever under the contract through this tender, any sum of money is recoverable by CUHP from the party or / and payable by the party to CUHP, the CUHP shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the CUHP. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the CUHP on demand the remaining balance due along with penalty.

2.27 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.

2.28 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.

2.29 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.

2.30 Right to Blacklist: 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).

2.31 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.

2.32 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.

2.33 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
- Earthquake, 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.

2.34 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.

2.35 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. Without any notice or at last moment.
- iv. 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 Part "II" (Financial Bid) 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.

Date: January 19.01.2024

**Convenor
Boarding & Lodging Committee
CUHP, Dharamshala**

ANNEXURE- "A"

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)	
	(c) Name of CEO/Directors /Partners/ Proprietor	
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)	
9	Any other Relevant Information (e.g. Number of Years of Experience in similar line of business / Turnover for last Financial year)	

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. _____ . Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “ _____(name of the work or supply)” as per Financial Bid (Part ‘C’).

Signature of the Bidder with date and seal



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केन्द्रीय विश्वविद्यालय अधिनियम, 4209 के तहत स्थापित
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Tender no.: NIT/CUHP/2024/001

Dated: 19.01.2024

PART-II: FINANCIAL BID

SCHEDULE OF QUANTITIES / BOQ / PRICE BID

Name of Work:.

S. No	Particulars	Unit	Rates (inclusive of all taxes)	Total Amount all inclusive
1.	Boarding and lodging facility for 420 No Students/Sportswomen and Team Manager.	Lump Sum		
	Total Amount			
	Total Amount in words			

Note: -

- Quoted rate should be inclusive of all applicable taxes including GST (nothing extra shall be payable).
- All Statutory deduction will be made as per prevailing rates.
- Incase caterer fails to supply the services/ items ordered, the caterer 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

Signature of the Tenderer

