

Tender For Auction of Shops

Sealed bids superscribed as "Tender for Auction of Shops" alongwith Demand Draft of Rs. 1,00,000/- as Earnest Money favouring Finance Officer, M.D. University, Rohtak for 3 Bays Shops of size 5.77 × 8.77 mtrs. and Rs. 50,000/- for 1 Bay Shops of size 2.77 × 5.77 mtrs. Situated near Boys Hostel Complex are invited upto 22-1-2013 For details please visit University Website www.mdurohtak.com. Applications for tender are available in the Gen. Admn. Branch at the cost of Rs. 500/-.


03-1-13
REGISTRAR

Details of Newly Constructed Shops Near Boys Hostel Complex

<u>Type of Shops</u>	<u>Size</u>	<u>No. of Shops</u>
1. Computer Centre (3 Bays)	5.77 × 8.77	1
2. Refreshment & Food (3 Bays)	---do---	1
3. General Stores (1 Bay)	2.77 × 5.77	1
4. Fruit, Juices & Vegetables etc. (1 Bay)	---do---	1
5. Mobile Phone Centre (1 Bay)	---do---	1
6. Stationery, News Paper & Magazines (1 Bay)	---do---	1
7. Male Saloon (1 Bay)	---do---	1
8. Laundry (1 Bay)	---do---	1
9. Sweets, Bakery & Confectionary Shop (1 Bay)	---do---	1
10. Grocery Shop (1 Bay)	---do---	1
11. Sports Material & Dresses (1 Bay)	---do---	1
12. Gifts Centre (1 Bay)	---do---	1
13. Photocopy & Thesis Binding etc. (1 Bay)	---do---	1
14. Auto Services with air filling & Tyre puncture (1 Bay)	---do---	1
15. Photographer's point (1 Bay)	---do---	1

Note :

Minimum Rent of 3 Bays Shops will be Rs. 15,000/- and for 1 Bay Shops will be Rs. 10,000/-.

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MAHARSHI DAYANAND UNIVERSITY, ROHTAK

TERMS & CONDITIONS

1. Security Money for Shops will be 12 times of actual Rent.
2. Shops are for initial allotment of 3 years.
3. Municipal Tax, Light, Water Charges and other charges levied upon by the State Govt./Local Body or Centre Govt. shall be paid by the concerned tenant, if any.
4. No interest will be paid on Security amount.
5. Rent will be increased by 20% every year.
6. The shops will not be sub-letted.
7. These premises shall be allotted to the Highest Bidder(s).
8. The University reserves the right to cancel the bid, if found violating any of the Terms & Conditions.
9. The tenants shall be required to execute the License Deed supplied by the office within 7 days from the date of allotment.
10. The License Deed is also available on the University Website.
11. If any payment payable to the University, as per time Schedule, is not paid, the same shall be recovered from the Security deposit.
12. Timing of the Shops as 7:00 a.m. to 10:00 p.m.
13. The bidders shall be allowed to be present at the time of opening of Tenders.
14. In case the successful bidder does not occupy the allotted shop within the stipulated period, his bid money deposit shall be forfeited.

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LICENSE DEED

The agreement is made at M. D. University, Rohtak (A State Enacted Body Haryana Act No. 25 of 1975) on the day of _____ between the REGISTRAR, Maharshi Dayanand University, Rohtak hereinafter referred to as the University (means the Registrar of Maharshi Dayanand University, Rohtak)

AND

Whereas the UNIVERSITY had allotted the shop no. _____ Rohtak to run the said shop on the basis of open auction on _____ for which the allottee had agreed to pay a rent of Rs. _____ per month with enhanced provision of _____ and a security money of Rs. _____ was deposited in one lot at the time of issuance of the allotment letter at that point of time the allottee had entered into a license deed/agreement with the University for a period of 11 months which could not be got renewed by the allottee and thus has now ceased to remain operational. As such, upon the expiry of the previous deed referred to above this deed witnesses hereby the agreement between the parties here to as follows:-

1. The _____ is being further allotted to the allottee for a period of maximum three years after which the allottee shall have to vacate the shop by all means.
2. The current rent of the Shop No. _____ @ Rs. _____ per month shall be payable.
3. There will be an enhancement of rent @ Rs. 20% at the commencement of second and third year from the date of initiation of this deed. After lapse of three years the allottee will be bound to vacate the premises by the last date of the License period in all the circumstances.
4. The allottee will create his/her own temporary infrastructure within the premises of the Shop as per the need of the shops but the basic structure should not be altered/damaged. The allottee can not be allowed to place anything outside the premises.
5. The allottee will not create a permanent structure in or around the premises.
6. The allottee will be responsible for the safety and security of the shop.
7. The allottee will maintain the sanctity and integrity of M.D. University, Rohrak and no gesture will be allowed which may degrade the dignity of institution either in behaviour or in exhibits.
8. No prohibitory material/Item will be sold on the concerned shops.
9. The University shall have the right to cancel the license after serving 15 days notice.

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10. The Shop or its part shall not be sublet to any other person/party. The allottee shall maintain an employment register in the shop which can be checked by the University officials any time. No child labour shall be employed by the allottee in any case. Full detail of the employed person(s) will be provided to the Registrar by the allottee along with a photograph and attested signatures/thumb impression of the employed persons and any change therein shall be duly informed immediately.
11. The allottee has to install fire fighting equipment in the shop.
12. The rent will be deposited by the 10th of every month. The delay of depositing rent will cause penalty of Rs. 100/- per day which shall be levied after the last date i.e. from 11th of the month in which rent was to be paid. The rate of penalty shall prevail upto 25th of that month. In case the rent is not deposited even after that date then the allottee shall be bound to vacate the shop and his security money shall be forfeited.
13. The electricity charges will be paid by the user.
14. The matter of jurisdiction will be at Rohtak.
15. The allottee shall keep receptacles/dustbins with the area for collection of refuse/leftover food articles, and other material shall not be littered anywhere else. Such receptacles shall be emptied by them regularly.
16. Three month notice will be given by the Licensor, if he wishes to vacate the shop before the expiry of the tenure of License Deed other wise three months rent will be deducted from the security at the time of refund of security along with other dues/fine.
17. The dispute, if any which could not be resolved at the level of the Registrar shall be referred to the Vice-Chancellor whose decision shall be final.
18. If the licensee fails to adhere to the terms and conditions herein laid down, the University will have the right to impose fine/take appropriate action against the allottee and even to unilaterally terminate the agreement at any time after due notice to the allottee.
19. The ownership of the site will be of the University during the period of allotment.
20. Upon completion of the period of the License Deed period i.e. three years the licensee will have to vacate the premises by the last date of the License. In case of failure to vacate the premises within this stipulated period the University shall be free to take possession of the premises and confiscate the security money and material lying therein.
21. This license deed can neither be transferred in any other name nor can the premises be sublet. In case of the licensee leaving this worldly abode the legal heir of the licensee shall be entitled to run the business from the same premises during the tenure of the license deed. The licensee shall be required to give name, relation, complete address and age of the nominee for the purpose within a fortnight of signing of this deed. In the absence of nomination no claim shall be considered in this regard. However, no extension in the period of lease shall be provided on any ground including the compassionate grounds.
22. Timely depositing the municipal and service tax as well as water charges etc. as applicable from time to time shall be the duty and responsibility of the licensee under intimation of the Registrar.

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23. If the licensee fails to adhere to the terms and conditions herein laid down, the University will have the right to impose fine/take appropriate action against the allottee and even to unilaterally terminate the agreement by serving a seven days notice for getting the shop vacated in case of violation of the above mentioned terms and conditions.
24. Any other license/agreement that the parties entered into for the aforesaid property shall cease to exist hereafter for all practical purposes.

Signature of Allottee

Signature of Registrar

Witnesses:

- 1.
- 2.

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