

EOI No: NU/Engg/100/2023-24/01

01.12.2023

EXPRESSION OF INTEREST (EoI)

For Letting out 14 shops in Commercial Center Building, **admeasuring 14 X (20 X 14.5) square feet** in Nalanda University Campus on Lease and License basis.

Last date for submission of EoI: by 03:00 PM
15.12.2023 3:00 PM

Address:
Office of the Registrar
Nalanda University, Rajgir
District Nalanda, Bihar - 803116

Email: engineering@nalandauniv.edu.in
Website: www.nalandauniv.edu.in

NOTICE INVITING
EXPRESSION OF INTEREST

Nalanda University, Rajgir, invites EOI from the interested parties for leasing out of **14 shops of 20' X 14'6" size** in the Commercial Center building admeasuring to a total **14 X (20 X 14.5) sqft of carpet area** to various vendors on a monthly **minimum reserved rent of Rs. 4,500/- per month (GST & other taxes if any applicable shall be extra) plus applicable energy & water charges as per actual consumption** for an initial period of lease of **11 (eleven)**, extendible from time to time upon satisfactory performance and requirements subject to increase of rent @ 5% after completion of each term of eleven (11) months. The Registration charges, cost of execution of lease & ancillary expenses, if any, shall be equally borne by both the parties. The highest bidder, who fulfills the terms and conditions, will be given preference while granting lease.

The University has over 300 student and 200 staff members including their families residing in the campus and the Commercial Center building for lease is in close proximity to the residential accommodations of the staff / teachers' quarters and students' hostels. The building is newly built and has facilities of power and water supply connections along with campus security facilities.

At present to meet the requirement of day to day essentials for the campus residents the University is looking for vendor establishments of – (i) Grocery shop, (ii) Vegetable shop, (iii) Dairy products shop – Sudha Milk, (iv) Hair Salon for Male, (v) Ladies beauty parlor, (vi) Fruits shop, (vii) Sweet shop for Indian Sweets, (viii) Stationary & Photocopy shop, (ix) General Store, (x) Gift & Souvenir shop & (xi) Café serving various fast food like confectioneries, baked items, snacks items, etc.

Interested parties may submit their Expression of Interest (EoI) to the Registrar, Nalanda University, Rajgir, **on or before 3:00 PM on 15/12/2023** in the prescribed EoI form under sealed envelope super scribing ***“Expression of Interest for Shops at Commercial Center”***, in the tender box kept in the Nalanda University reception. The prescribed EoI form, agreement proforma and other terms & conditions may be downloaded from the website: www.nalandauniv.edu.in .

Registrar
Nalanda University

ELIGIBILITY CRITERIA:

- The interested bidders applying shall have experience of running a similar kind of business for at least past 3 years under each category of shops that they are applying for as listed hereinabove.

DETAILED TERMS AND CONDITIONS:

1. The period of lease shall be initially for 11 (eleven) months and the minimum (reserved) monthly rent is Rs. 14/- per square feet per month (GST & other taxes as applicable extra) plus campus maintenance charges together with amounting to Rs. 4,500/- only. The rent shall enhance @ 5% over the last rent payable after each period of one year.
2. The premises will be leased out to the bidder having quoted the highest rate over and above the minimum reserved monthly rent.
3. For participation in this auction the prospective bidders has to furnish an amount of Rs. 15,000/- per shop quoted for as Earnest Money Deposit (EMD) in the form of a Demand Draft (DD) issued by any scheduled bank in favour of Nalanda University payable at Rajgir.
4. A bidder shall quote its offer price in rupees per square feet per month only. Further the bidder shall express the nature of shop / (s) he wants to open. The bidder may quote against as many shops of various category as they wish to do so. However, separate bid against each type of shop shall be submitted. The highest quoted rate over and above the prescribed minimum reserved monthly rent shall be adopted for any/all kind/nature of shops whichever is intended and described in this EOI at page 2.
5. The lessee shall have to furnish a refundable, non-interest bearing Security Deposit equivalent to the lease rent of 6 (six) months within 15 days of execution of lease agreement.
6. All the legal expenses, stamp duty, registration charges etc. of whatsoever nature, required at the time of execution of lease deeds, shall be equally borne by both the parties.
7. The lessee shall be liable to pay all applicable levies, i.e. GST, Property Tax etc., as may be applicable, from time to time, along with the charges of actual consumption of water and electricity.

Nalanda University, Rajgir, Bihar

(Established by an Act of Parliament - Act No.39 of 2010)

8. The lessee shall maintain its own security for the shop (s) and its products stored inside.
9. The interested parties, if required, may visit the building site during working hours before filing/submitting the Expression of Interest and in this regard with advance intimation in writing to the Engineering Section (email id: engineering@nalandauniv.edu.in).
10. Interested parties may submit their Expression of Interest (EoI) to the Registrar, Nalanda University, Rajgir, on or before 3:00 PM on 15/12/2023 in the prescribed EoI form under sealed envelope super scribing “*Expression of Interest for Shops at Commercial Center*”, in the tender box kept in the Nalanda University reception. The prescribed EoI form, detailed site plan and other terms & conditions may be downloaded from the website: www.nalandauniv.edu.in .
11. Bidder shall furnish all the details along with the rate quoted towards per square fit per month rent as mentioned in the EOI proforma (Appendix-A) below.
12. The successful shall have to enter into a License Agreement with the Nalanda University as per format placed under Appendix-B to this EoI.
13. The bidder shall enter the quoted price in figures as well as in words.
14. In case of any mismatch in the quoted rent in figures and in words the rent quoted in words shall be considered.
15. The University reserves the right to reject any or all the bids received or annul the process at any point of time without citing any reason there for. No claim for compensation towards expenditure incurred in this regard shall be entertained.
16. The Earnest Money Deposit shall be returned upon receipt of the Security Deposit.
17. This EOI along with all its appendixes shall form an integral part of the Lease Agreement.

APPENDIX-A

Sr. No	Particulars	Details (as applicable)
1.	Name of the Applicant	
2.	Address:	
3.	Contact details: 1. Name of the Contact person: 2. Telephone No./Mobile No.: 3. Address: 4. Email ID:	_____ _____ _____ _____ _____ _____
4.	GST Registration No.	
5.	PAN Number:	
6.	Nature of the Bidder establishment: 1. Individual 2. Propriety firm 3. Partnership firm 4. Public Ltd. Company 5. Pvt. Ltd. Company 6. Society under any State / Central Govt. 7. Govt. Company/ Public Sector Undertaking	

7.	Company Registration No.	
8.	Monthly Rent offered:	Rs. _____ Per square feet per month <i>Rupees (<u>in words</u>) per square feet per month</i>
9.	Number of Shop (s) applying for:	
10.	Nature of shop (s) applying for:	
11.	Any other information which the bidder deems fit to disclose or mention.	

Date: _____

(Signature of the Authorized Signatory)

(Full Name and Designation (with Company's

Place: _____

Seal)

Appendix – B

Proforma for License Agreement

(To be executed on a non-judicial stamp paper of appropriate value)

This Agreement is made at this day of, 2023, between Nalanda University having its campus at village – Pilkhi, Rajgir, District Nalanda, Bihar hereinafter referred to as 'the Licensor' of the One Part and Shri/M/s _____ of _____ hereinafter referred to as the 'Licensee' of the Other Part.

WHEREAS the Licensor is the owner of a piece the Shop No. _____ at Commercial Complex in the Nalanda University Campus at Village-Pilkhi, Rajgir with a building made of RCC consisting of ground floor having built up area of about 290 (20 X 14.5) square feet.

AND WHEREAS the Licensee has approached the licensor by submitting bid against Expression of Interest called for by the Licensor vide EoI No: _____ dated _____ to allow the Licensee to temporarily occupy and use the Shop No. _____ of the Commercial Center building, admeasuring about 290 square feet for carrying on his _____ business, on leave and license basis.

AND WHEREAS the Licensor has agreed to allow the Licensee to use the said premises, after reserving for itself the control and supervision of the premises, on the terms and conditions hereinafter contained:-

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That this agreement shall never be construed as tenancy of lease agreement nor otherwise creating any other interest in the property in favour of the license, which is not the intention of the parties. It shall merely be temporary arrangement to allow the licensee to use the said premises for the specified purpose, while under the legal possession, control, administration & supervision of the Licensor.

2. That the Licensee is allowed to carry on the business of _____ on the premises for a period of 11 months from the date of executing the license (which will stand if-so facto revoked on the expiry of the said term) on a six months license fee of Rs. _____ /- (Rupees in words) payable in advance on the day of executing the License to the Licensor, failing which the license shall stand terminated automatically, without prejudice to any rights of the licensor as against the Licensee.

3. That the Licensee agrees to pay the said License fee Rs. _____/- (Rupees in words) the first month together with Security Deposit equivalent to 05 (five) months license fee on _____ and remaining 05(five) months license fees shall be paid on _____. Advance License fee will remain with the Licensor free of interest during the period of the license or till the revocation of the license and handing over of the license and handing over of the possession of the said premises to the Licensor.
4. That the Licensee shall use the said premise solely for the specified purpose and shall not use, cause or allow to be used the said premise or any other purposes whatsoever.
5. Any addition and/or alteration of permanent nature made with or without the permission of the licensor shall always be treated as temporary and shall not afford the licensee, a ground to claim irrevocability of the license on that count.
6. That the Licensee shall not part with the whole or any part of the possession of the said premises to any other person/
7. That it is a condition of this license that neither the Licensee nor any member of his family is employed in NU without previous specific approval of the Licensor in this behalf. Licensee or any member of his family shall not claim any preferential treatment for employment in NU in future and whenever he or any of his family member is appointed he shall inform NU in writing. In case he fails to do so and/or conceal the facts, the Licensor shall have the right to conceal the license forthwith and forfeit the entire Security Deposit and the Licensee shall be liable to handover peacefully the vacant possession of the premise to the Licensor immediately.
8. That the Licensee shall keep the premises in clean, proper and decent sanitary conditions and shall not suffer or cause to suffer the premises to be in a bad state of repairs on outlook and shall be liable to pay the costs and compensation for any damage caused to the premises under License or premises adjacent to it. The Licensee shall not be entitled to make any addition, structural alterations in the premises. Further he shall be liable to keep the Premises, insured against risks, like fire, etc., during the currency of the Licensee.
9. That the License shall be terminated on the expiry of the period or earlier at the will of the Licensor without assigning any reason. On the expiry/termination of License the vacant possession of the premises shall be given to the authorized representative of the Licensor in the original condition in which these were given (reasonable wear and tear expected).
10. That the electricity and water-amenities. If supplied to the Licensee by the Licensor shall be subject to payment of separate charges as per rates prescribed by the Licensor for which timely payments shall be ensured by the Licensee.

11. That Licensee shall be liable to pay any other rates, charges, levies and taxes as may be imposed from time to time, with respect to the premises by the Government or any local body and the University will not be responsible with any matters for such rates, taxes, levies etc..
12. The Licensors shall have the right to all reasonable time to enter into and inspect the premises, and if upon inspection it appears to the Licensors that any repairs are necessary the Licensors or may direct the Licensee to execute the repairs at this (Licensee) cost and upon his failing to do so within reasonable time, the Licensors may execute the same at the expense of the Licensee and recover the same from the Licensee, without prejudice to its right to revoke the License.
13. That the Licensors shall have the right to inspect the quality, price and distribution of the items being sold/ and or supplied and the Licensee shall unconditionally agree to the recommendations of the Licensors in this regard, failing which the Licensors shall have the right to terminate the License forthwith.
14. The Licensors shall have the right to recover any claim/dues from the Licensee out of the Security deposit.
15. That the Licensee shall abide by all the rules and regulations prescribed by the Licensors from time to time.
16. That in the event of Licensee desiring to vacate the said premises prior to the expiry of the period of License herein before mentioned, the Licensee shall convey such intention by pre-paid registered post/notice to the Licensors at least three months in advance or three months License fee as compensation in lieu thereof shall be given to the Licensors and there upon the Licensors shall reimburse, the balance, if any, of the security deposit and the Licensee shall handover the peaceful vacant possession of the said premises to the Licensors in its original condition, as the Licensee had obtained it at the time of granting the License.
17. That if the Licensee commits any breach or violation of any of the terms, conditions or contravenes herein contained, then the Licensors shall have the right to terminate his License by serving upon the Licensee thirty days' notice in writing whereupon the Licensee shall handover peacefully vacant possession of the premises, in their original condition and the Licensors shall reimburse the balance, if any, of the said Security deposit after making necessary deduction and allowances, for all or any loss or damage that the Licensors may have incurred as a result of such breach or violation committed by the Licensee. The Licensors shall be the sole judge of violation of any convenient or term of the License or in arriving at the quantum of loss/damage caused to the said premises, which shall not be disputed by the Licensee in any manner whatsoever.

Nalanda University, Rajgir, Bihar

(Established by an Act of Parliament - Act No.39 of 2010)

18. That the Licensee shall abide by all the Rules, Regulations and prevailing Laws including the provisions of Electricity , (Supply) Act, Indian Electricity Act, Municipal Laws and shall also be subject to the provisions of Public premises (Eviction of unauthorized occupants) Act, 1971.
19. Notwithstanding anything to the contrary hereinbefore contained the Licensee shall be liable to pay for all fines penalties and any charges imposed by Government of Municipal Authority or a statutory body for any breach, violation, non-compliance or default arising out of related or incidental to any act, deed or thing done by the Licensee of on account of his acts of commission or commissions and the Licensee hereby undertakes to keep indemnified and harmless the Licensor to the full extent of all such fines, penalties or charges.
20. The shop will be run by the licensee himself and will not sublet or given to any other persons.
21. The shop shall be regularly opened by the Licensee.
22. The Licensee shall deal in the trade only for which the shop is allotted and a change of the trade without written permission from the licensor will entail cancellation of the License.
23. The Licensee shall prominently display the price list of all articles to be sold in the shop in English and Hindi on a board to be kept at the entrance of the shop.
24. The Licensee shall charge such prices for the material sold in the shop as will be approved by or on behalf of the licensor.
25. The Licensor shall maintain properly paginated complain books for the customers for recording any complain and shall produce the same before the inspecting officer appointed by the Licensor whenever required by him.
26. The Licensee shall not adulterate any material; in case of any such adulteration the license can be terminated without any notice.
27. In the event of the Licensee fail to pay dues towards License fee and of other charges to licensor, the surety or sureties who have affixed the signatures here under shall be liable to pay to Licensor the entire amount as may be due against the Licensee. The Licensor may take any action against the sureties to recover the amount due against the Licensee.
28. The Premises will be inspected by the authorised representative of the licensor to ensure the compliance of the above terms and conditions, in case of failure to compliance with any of terms and conditions license will be terminated without any notice.

Nalanda University, Rajgir, Bihar

(Established by an Act of Parliament - Act No.39 of 2010)

29. The Licensee (if he is interested to run the business or trade which is permitted by the Licensor) should approach the Licensor with a request for renewal of license one month before the expiry of the license period.

In witness whereof the parties hereto have set their hands and execute this deed of license on the day, month and year herein above mentioned.

1. Signature of Licensee (Name & Address in full)
.....

2. Signature of surety
(Name & Address in full)
Occupation of surety
Witness:

1. Signature
Name
Address

2. Signature
Name
Address

Signature of the Licensor
Name
Designation :.....

(Note: All pages must be signed by both the parties, cutting must be dully authenticated)