



PANJAB UNIVERSITY, CHANDIGARH

(Estt. Under the Panjab University Act VII of 1947 – enacted by the Govt. of India)

Advanced Study in Geology
Panjab University, Chandigarh - 160 014
INDIA

Phone : 91-0172-2534235, 2541740. Centre of
Fax : 91-0172-2724481
Email : chairperson_geology@pu.ac.in

No. _____

Prof. Naveen Chaudhri
Chairperson

Dated _____

Notice Inviting Quotation for allotment of Canteen

Sealed Quotations/ bids are invited in **two bid system** from the interested persons/parties for a lease basis to run the canteen in the department of Geology, Panjab University, Chandigarh for 03 (three years) as per terms and conditions laid down by the Deputy Registrar (Estate), Panjab University, Chandigarh .

Please quote your maximum rates (in words and figures) and send the same to the Chairman, Department of Geology, Panjab University, Chandigarh – 160014 under sealed cover, clearly mentioning on the envelope quotation/bid for canteen. The quotation/bid should reach to the department of Geology, Panjab University, Chandigarh on or before 27.7.2017 up to 5.00 p.m.

The general terms and conditions of canteen can be obtained from the department or downloaded from the Geology department website:

1. The quotations (addressed to The Chairman, Deptt. of Geology, Panjab University, Chandigarh-160014), should be placed in an outer **sealed cover** marked as **“Quotation/bid for allotment of canteen”**. This outer cover should be **containing two separate sealed covers** as below:
(i) First Sealed cover marked as **“Pre-Qualification Bids”**
(ii) Second sealed cover marked as **“Financial Bid for canteen”**.
Only successful bidder in Pre-qualification, bids / quotations will be considered for financial Bidding.
2. Please send your quotation by registered post /courier/by hand.
3. The minimum reserved price would be Rs. 7000/- per month.
4. The tenderer/ applicant should submit the EMD of Rs. 5000/- in form of Bank Demand Draft along with the bid/quotation in favour of Chairman, Department of Geology, Panjab University, Chandigarh. Without EMD, tender/bid cannot be considered.
5. In case of successful tenderer/applicant fails to take over the possession of the canteen; his/her EMD will be forfeited.
6. The tenderer / applicant should have minimum 2 years relevant field experience. Such experiences certificates should be enclosed with the tender/bid.
7. Copy of Pan /AAadhar card should also enclose.
8. Tenderer / applicant should enclosed copy of the Food License under Food Safety Act/P.F. Act during the period he/she was awarded the contract.
9. The rates for the eatable items should be as approved by Dean Student Welfare office.
10. The tenderer / applicant must have GST number, if applicable.
11. EMD of unsuccessful bidder will be returned on or after compression the financial bid.

Note: The quotations/bids without above mentioned documents or who do not fulfill the conditions will be rejected.

(Prof. Naveen Chaudhri)
Chairman

Issued to:-

1. The Chairperson, all teaching departments, P.U., Chandigarh.
2. The Registrar, P.U., Chandigarh.
3. The Deputy Registrar (Estate Branch), P.U., Chandigarh.
4. The DSW, P.U., Chandigarh
5. The Wardens, all Hostels, P.U., Chandigarh.
6. The Wardens, local college, Chandigarh.
7. The Students Centre Shops, P.U., Chandigarh.
8. The Administrative Block, P.U., Chandigarh.
9. P.U., Market, Chandigarh.
10. Department Website.

General terms & Conditions of Canteen (Geology Department)

1. That the period of lease shall be for 3 years (subject to satisfactory services). The lease period commencing from _____ to _____ on monthly lease money of Rs. _____/-p.m. plus Service tax and Rs. 600/- p.m. fixed water charges. There shall be an increase of 10% every year on the agreed lease amount.
2. That the above mentioned period from _____ to _____ is only in respect of the agreed monthly lease money and does not vest any other right in the lessee.
3. That the lease money shall be payable in advance by the lessee by the 10th of each calendar month by depositing through RTGS/ NEFT in the "P.U. Estate Fund Account" A/c No. 10444978060 of Panjab University in State Bank of India and same be intimated to the Estate Branch. In case the lessee fails to deposit the lease money by 10th of each calendar month, the lessee will have to pay compound interest @ 18% per annum to the lessor.
4. That the lessee shall deposit security amount of **Rs. _____/-** equal to the amount of three month lease money & one month's Advance Rent through RTGS/ NEFT in the "P.U. Estate Fund Account" A/c No.10444978060 of Panjab University in State Bank of India and Service Tax in the " Registrar, Service Tax Account" and same be intimated to the Estate Branch, before the commencement of the lease. No interest will be payable on the security amount.
5. Service Tax per month shall be deposited in the State Bank of India, Account No. 34363173842 in the name of " Registrar, Service Tax Account" at Sector-14, Branch, Panjab University, Chandigarh and the same be intimated to the Estate Branch. In case the lessee fails to deposit the Service Tax by 10th of each calendar month, he will have to pay interest @ 18% per annum compounds to the lessor.

6. That the lessee shall abide by all the provisions of the Capital of Punjab (Development and Regulation) Act. 1952 alongwith the rules framed thereunder and abide by the rules and regulations framed by the Syndicate of the Panjab University from time to time. Further, this lease is subject to the provisions of the Public Premises (Eviction of Un-Authorized Occupants) Act. 1971.
7. That in case of any levy, cess, Property Tax, Service Tax, Service Charges or any other tax or any other liability whenever imposed by any State/UT or Centre Govt or any other Competent Authority, the same shall be paid by the lessee directly to the authority concerned without any objection.
8. That the lessee shall not cause any damage to the premises and will hand-over the premises in the same condition as it has been leased to him and it shall be the responsibility of the lessee to keep the premises in perfect condition.
9. That only major repairs which shall include (complete replacement of floor/complete plaster of wall, complete replacement of door/window, replacement of tile of terrace etc.) of Canteen would be taken care of by the Lessor however the annual white washing, biennial paint or any other type of minor repairs/maintenance shall be carried out by the lessee at his own cost and expense.
10. That the lessee shall use the premises to carry on the trade of **Canteen** only. The lessee shall not put the premises to any other use including allied or ancillary trade without the prior written consent of the lessor. Change of trade without such consent shall lead to automatic termination of this lease.
11. That the lessee shall not start additional trade or change the trade unless prior permission for the same has been given by the Lessor.
12. That the lessee shall not make any addition or alteration of any type or otherwise in the premises without obtaining prior written consent of the lessor. In case the addition or alteration is permitted by the lessor,

the same shall be carried out by the lessee at his own cost and he will not be allowed to remove them at the termination of the lease.

13. The Lessee shall remain and enjoy on the leased premises on behalf of the lessor as long as the lessor permits for running the trade of Canteen only.
14. That the lessee shall keep the premises/Canteen and the surroundings neat and clean and shall not be allowed to keep anything in the varandah (in front of the Canteen) on the roof or in the open space. The Registrar or his representative may without any prior notice, can order the lifting of all such material on the un-authorized places and the same could be forfeited or released on payment of penalty to be determined by the Registrar. The Registrar or his representative can check the encroachment by way of keeping articles/materials in the Varandah and can impose fine @ Rs.500/- to Rs.5000/- to this effect.
15. That the lessee shall not sub-let or part with the premises or part thereof in any form whatsoever (even in the form of partnership) to any one.
16. The lessee is required to take electricity connection and install meter from the Electricity Department U.T., Chandigarh at his own cost and pay the bills directly to the Electricity Department , U.T. Chandigarh. The Lessee also submits the NOC of Electricity Department in the office of S.D.O. of Electricity Wing after the vacate the premises.
17. That the lessee shall pay the electricity charges as per actual consumption of the electricity meter at the commercial rate and water charges @ Rs.600/- p.m. to the University and the lessee shall install Aqua Guard for the purpose of drinking water at his own cost. The lessee is liable to deposit Rs. 50,000/- as security against Electricity supply which shall be refunded at the time of handing over the vacant possession of the Canteen.
18. The lessee shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any

other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage.

19. The lessee would provide dust free, mosquito/ fly free environment. The conditions, which increase the infection, shall not be allowed. The lessor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the lessee.
20. That in case the lessee vacates the Canteen/premises before the expiry of the agreed period, the Lessor shall have the right to forfeit the security deposit.
21. The tenure of this lease shall be for an initial term of three (3) years commencing from _____ to _____ both days inclusive, subject to any extension. The process of finalizing the Lease Rent shall commence six (6) months prior to the initial Term. Lessor and Lessee shall arrive at a mutual consensus with reference to the Lease Rent and the other terms within sixty (60) days prior to the expiry of the initial Term. In the event the Parties are unable to arrive at a mutual consensus, at least 60 days before expiry of the lease Term, Lessor will have right to refuse renewal of lease and allot the space to some other occupant on expiry of lease term
22. That the lessee shall sell the eatables on the agreed rates between him and lessor. The lessee shall maintain quality, quantity/size/weight of the eatables. The lessee shall use the standard/branded quality of material for preparation of eatables such as Tata Tea leaf, branded Besan and good quality cooking oil for snacks etc. and he shall conspicuously display latest rate list of eatables approved by the Registrar from time to time.
23. That the Lessee shall get the lease-deed registered from the competent authority at his own cost and deposit the original lease- deed with the Estate Branch of the University.

24. That the lessee shall not use any part of the leased premises for the purpose of residence. The lease shall stand terminated if any part of the premises is found to be used by anyone for residence.
25. That the lessee declares that he is and will remain the sole owner of the business in the premises afore-mentioned and will not enter into partnership with any one without prior written permission of the lessor. The lease will be terminated automatically if he inducts another person as his partner in business.
26. That the Lessor or his nominees shall have access to the premises at all reasonable time to inspect and see for himself that the agreed conditions are strictly adhered to by the lessee.
27. That the lessee shall neither object nor obstruct the entry of the lessor on the leased premises for inspection maintenance and taking over of the premises on the termination of the lease under any of the clauses of this deed.
28. That the quantum of minor maintenance including (patch work of cement concrete floor/concrete plaster, or patch work of wooden joining, tightening of screws of fitting etc.) cleanliness to be carried out by the lessee will be decided by the Executive Engineer of the University whose decision will be final and binding and the same shall be carried out by the lessee at his own cost and expenses.
29. That the lessee shall dispose of the garbage only at the prescribed garbage bins. The Registrar may impose a fine upto Rs.1000/- if the lessee is found spoiling the cleanliness by throwing garbage at unauthorized places.
30. That the lessee shall not indulge in any such activity which will cause nuisance to others or which is considered by the Registrar as not congenial to the Campus atmosphere.
31. That the lessee shall not commit any act or omission, which is detrimental to the interests of the Panjab University in any manner. Indulgence in any such act or omission and violation of any term of this

lease deed will amount to automatic termination of this lease and forfeiture of security.

32. That the Lessor may allow the use of open space by the lessee such as (putting up a tent) purely on temporary basis on payment of requisite charges.
33. The lessee shall ensure that the relevant provisions of Food Safety and Standards Act 2006 are adhered to in preparation, packaging, serving of food and maintenance of hygiene levels by the food handlers and the equipment to be used in the process.
34. That in case the lessee commits breach of any of the above terms and conditions of the lease-deed the lease will stand terminated forthwith and the lessee will not be entitled to the convenience of any notice of termination and the security amount will be forfeited.
35.
 - a) The lessee shall not employ any child labour (s) in contravention of the Child Labor (Prohibition and regulation) ACT,1986.
 - b) The lessee will be fully responsible for implementation of Labour Laws/ Canteens & Establishment legislation including minimum wages, ESI, P.F. & Workmen Compensation etc.
 - c) The lessee would be required to make necessary fire safety arrangement in the Canteen and also install appropriate number of fire extinguishers in consultation with the Fire Officer of P.U. to ensure safety and security of the public, self and Institutes property as mandatory by factories Act, 1948.
 - d) No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The lessee shall ensure strict 'NO SMOKING' inside the premises.
36. The lease-deed/ agreement shall be terminable at the option of either of the parties and the party terminating the lease-deed/agreement shall be required to give 30 days advance notice to this effect in writing.
37. The Registrar, P.U., may modify, impose or relax any clause in the terms and conditions.

38. That the automatic termination of this lease on account of violation of any one of the aforesaid clauses will make it obligatory for the lessee to vacate the premises voluntarily within 10 days from the date of the violation, failing which lessee will be deemed to be continuing illegally on the premises and in addition to other legal liabilities, the lessee will be liable to pay a penalty equivalent to one month lease money for every day of the illegal continuance on the premises.
39. That notwithstanding anything in the foregoing clauses of this deed, the lessee shall obey and abide by all such orders/directions issued by the Government and the Panjab University from time to time which are in the overall larger interest of the University (Lessor).
40. That the lease-deed will be automatically terminated on the expiry of period and lessee will hand over the vacant possession of the Canteen as per Section 108 (B) (q) & 111 (a) of Transfer of Property Act.
41. The Lessee shall be bound by agreed terms & conditions mentioned in the notice inviting quotation.