

# **PANJAB UNIVERSITY, CHANDIGARH**



Estate Branch

Phone No. 0172-2534859

**TENDER NOTICE-6728/D/Estate Dated: 12.12.2019**

## **ALLOTMENT OF SHOPS**

Sealed tenders are invited for licensing out following Shop at Panjab University, Sector-14, Chandigarh.

Sr. No.	Shop	Last Date and time for submission of tenders and opening of Tender document/Technical Bid	Price Bid Shall be opened
1.	Shop No. 11, Student Centre, Panjab University, Sector-14, Chandigarh	07/01/2020 (Tuesday) upto 11.00 A.M. and Technical Bid shall be opened at 04.00. P.M.	07/01/2020 (Tuesday) Price Bid at 05.00 P.M.

Tender form containing terms and conditions can be downloaded from PU website and the same be submitted personally in the office of Deputy Registrar (Estate), 2<sup>nd</sup> Floor, Admn. Block, PU, Chandigarh along with Demand Draft of Rs. 2,000/- payable at Chandigarh drawn in favour of Registrar, Panjab University, Chandigarh along with other documents. The Registrar, PU reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever without prior notice to the tenderers.

**Sd/-  
REGISTRAR**

Checklist for submission of tender  
(This checklist duly filled should be enclosed with the tender form)

**All the documents enclosed with the tender form should be numbered and signed.**

Name of the tenderer \_\_\_\_\_

Shop Name and Site/Location \_\_\_\_\_

Sr. No.	Documents	Photocopy enclosed Yes / No	Page No
1	All the pages of tender form are signed (please write Yes/No)		
2	Earnest money in the shape of <b>FDR/TDR/ valid for 6 months</b> vide No. _____ dated _____ for <b>Rs. 1,00,000/-</b> drawn at bank _____		
3	Residence Proof duly attested Name of document:		
4	Self Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.		
5	In case of firm/company, self Attested photocopy of authority to negotiate and sign tender form and lease deed on behalf of the firm/company. Moreover, the lease will be issued in the name of the firm/company concerned if found successful in the bidding process and not in the name of the representative.		
6	Proof of business carried out by the tenderer during the last two years, which should be in the form of an experience certificate issued by the concerned Institution/department in case the tenderer has been in business of providing similar services for Hospital/Hostel/Mess/College/Government Departments. Attested copies of registration certificates issued by the competent authority for Company/firm/Restaurant/Catering services etc.		
7	Income Proof like Annual Return filing or audited Balance Sheet along with Income and Expenditure Account for the last two years duly attested.		
8	Affidavit to the effect that the firm / individual is not blacklisted by any Govt. Organisation and that no criminal case or economic offence is pending under any Court of Law / Registered with Police.		
9	An affidavit to the effect that the applicant/firm does not already have a concurrent lease from the PU for running the shop/commercial site and none of my blood relative is a defaulter of Panjab University regarding payment of rent of Shops/Booths/Canteens/Mess.		
10	PAN /TAN and GSTIN Number and photocopy of PAN /TAN and GSTIN cards duly self attested along with GST/Service Tax returns for the last two years.		
11	Self attested passport size photograph should be pasted on the tender form at last page.		
12	Any other (please mention)		

**Note:**

Tender form and documents should be submitted in a separate envelope and should be marked as "A" and written **tender documents for Shop No. 11 (South India Coffee House), Student Centre, Sector-14 .**

**Name of the tenderer should also be written on the envelope.** Price bid/Offer should be submitted separately in a sealed envelope and should be marked as envelope "B" **price Bid for Shop No. 11 (South India Coffee House), Student Centre, Sector-14.** Name of the tenderer/bidder should also be written on the envelope. **There should be no cutting/overwriting in quoting the price bid.**

**Tender form is not transferable**

**Dated:** \_\_\_\_\_

**(Signature of Tenderer)**

## PANJAB UNIVERSITY, CHANDIGARH

**TENDER FORM**

Cost Rs. 2,000/-

Name of tenderer.....

Dated.....

Banker Cheque / DD No.....

Dated:.....

**Terms and conditions for Shop No. 11 (South India Coffee House), Student Centre, Sector-14, PU, Chandigarh.**

**TERMS AND CONDITIONS FOR TENDER**

1. **The tenderers applying for Shop No. 11 (South India Coffee House), Student Centre must be in a business of running similar services for Hospital/Hostel/Mess/College or Industrial /Corporate Catering Services or Catering Services to Government Departments or running Restaurant for the last two years with food license.** Tender must be submitted in two sealed envelopes separately i.e., the tender form duly signed on every page along with all the required documents in one envelope (**Envelope–A**) and price bid/financial bid on the prescribed Performa in the second envelope (**Envelope–B**). Both the envelopes are to be sealed in **Master Envelope** and the name of tenderer and shop with address should be clearly mentioned on the envelopes. Those who fail to follow this procedure may be disqualified forthwith.

**RESERVED PRICE**

2. The reserved rate of rent for the Shop is fixed for Rs. 50,000/- per month plus GST, Electricity and Water Charges (as applicable). The highest tenderer/bidder will be allotted the Tender. However, the Registrar, PU reserves the right to allot the lease to the 2<sup>nd</sup> or 3<sup>rd</sup> highest bidder, in case the initial lessee opts to terminate the lease any time during the period of initial allotment of the lease.

**EARNEST MONEY**

3. Tender must be accompanied with Earnest Money Deposit (EMD) amounting to **Rs.1,00,000/- (Rupees One Lakh only)** in the shape of **FDR/TDR in favour of the Registrar, Panjab University, Chandigarh with the validity period of minimum of 6 months from issue of tender notice of the said shop/site.** No other format for Earnest Money deposit would be accepted.

**Note: The tenderer will give FDR/TDR from his/her own bank account/firm account and pledged FDR/TDR from the account of third party/any other person/firm shall not be considered and the tender will be deemed rejected.**

**RECEIPT & OPENING OF TENDERS**

4. Tender should reach in the office of Deputy Registrar (Estate), Panjab University, Chandigarh upto **11.00 A.M.** on or before **07.01.2020**. Tender document/technical bid shall be opened on **07.01.2020 at 04.00 P.M.** at **Senate Hall, 1st Floor Admn. Block, PU** (in the presence of tenderers or their authorized representative) In case, the last date of receipt of tenders happens to be a holiday in this University, the tenders will be received till the next working day upto the same time.
5. Earnest Money/Security Deposit/qualification documents etc., already deposited with the University in connection with any other case/tender shall not be considered.

**PRE-QUALIFICATION DOCUMENTS**

6. The following pre-qualification documents are to be submitted along with the tender form in a separate envelope from the envelope containing the commercial bid. However, the tenders received without any of the following documents, may render the tender invalid and the commercial bid would not be opened: -

- a) The applicant must be resident of India and any one of the following documents (duly self attested) mentioned will be submitted as a proof of residence namely: -
- |                         |  |
|-------------------------|--|
| (i) Passport            | (ii) Ration Card                       |
| (iii) Driving Licence   | (iv) Water/Electricity bill (Latest)   |
| (v) Voter Identity Card | (vi) Telephone Bill. (BSNL.L.L Latest) |
| (vii) Smart Card        | (viii) Adhar Card                      |
- b) Self Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.
- c) In case of firm/company, self Attested photocopy of authority to negotiate and sign tender form and lease deed on behalf of the firm/company. Moreover, the lease will be issued in the name of the firm/company concerned if found successful in the bidding process and not in the name of the representative.
- d) Proof of business carried out by the tenderer during the last two years with food license, which should be in the form of an experience certificate issued by the concerned Institution / department in case the tenderer has been in business of providing similar services for Hospital / Hostel / Mess / College / Government Departments. Attested copies of registration certificates issued by the competent authority for Company / firm / Restaurant / Catering services etc.
- e) Income Proof like Annual Return filing or audited Balance Sheet alongwith Income and Expenditure Account for the last two years duly attested.
- f) Affidavit to the effect that the firm / individual is not blacklisted by any Govt. Organisation and that no criminal case or economic offence is pending under any Court of Law / Registered with Police (**Annexure-I**).
- g) An affidavit to the effect that the applicant/firm does not already have a concurrent lease from the PU for running the shop/commercial site and none of my blood relative is a defaulter of Panjab University regarding payment of rent of Shops/Booths/Canteens/Mess (**Annexure-II**).
- h) PAN /TAN and GSTIN Number and photocopy of PAN /TAN and GSTIN cards duly self attested alongwith GST/Service Tax returns for the last two years.
- i) Self attested passport size photograph should be pasted on the tender form at last page.

***NOTE: The tenderer/authorized person has to produce all documents in original at the time of opening of tender in support of the photocopies of the documents which have been attached by him/her with the tender document. In case the tenderer/authorised person fails to produce the original documents, his/her EMD will be forfeited and further he/she will be debarred for 2 years for dealing with the PU and his/her tender will be rejected.***

7. (i) If more than one tender is received from one single firm or its partners or director of the company, the tender with the highest bid from the said firm will be entertained and the lease will be issued in the name of the firm only and not in the name of their representative/partner.

(ii) The bidder, who participated in the tendering process in the capacity of individual and not in the capacity of partner/representative of a partnership firm/ company, shall on becoming successful in the bidding process will be issued the lease accordingly and he/she will not be allowed to enter into any partnership later on.

**IMPORTANT NOTE:-**

- i) This tender form cannot be sold / transferred to anybody who has not purchased the form.
- ii) Only original purchaser of the form has right to bid. No bid can be made on behalf of the purchaser.

- iii) The person who gives his/her tender to other person shall be debarred for next two years from dealing with the PU.
- iv) Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid).
- v) The person who backs out after bidding will be debarred for next two years from dealing with the PU. His/her earnest money shall also be forfeited.
- vi) The lessee of the same site /site is eligible to participate in the tender subject to that his/her lease has not been terminated for any violation/reason.
- vii) The tenderer would be required to take lease from the competent authority under the prevention of Food Adulteration Act/rules from the PFA Cell, Health Department, U.T., Chandigarh within one month of taking over the possession.

#### **OTHER CONDITIONS REGARDING ALLOTMENT OF SHOP**

8. The tenderer who do not have any lease of shop/commercial site from PU on the date of filling of this tender shall submit an affidavit to the effect that:

- *"The applicant/firm either himself/herself does not already have a concurrent lease from the PU for running Shop/Commercial Site in the PU premises and none of my blood relative is a defaulter of Panjab University regarding payment of rent of Shops/Booths/Canteens/Mess". (Annexure-II)*

**Note:** A Lessee cannot have more than one lease of the shop/commercial from PU and in case at any stage it is found that he/she has any interest / share / partnership in any other shop/commercial, the lease shall stand terminated / cancelled & his/her/their security forfeited.

9. One person /firm may be allowed to have one shop/commercial site at a time.
10. The bidder, who participated in the tendering process in the capacity of individual and not in the capacity of partner/ representative of a partnership firm/ company shall on becoming successful in the bidding process to obtain the lease will not be allowed to enter into any partnership later on. In case of violation of this clause his/her leasee will be cancelled and the security deposit will be forfeited and further debarred for 2 years for dealing with the Institute.
11. The lease will be given for **five years** which is awardable in order of highest bid and shall be governed by the provisions of the Public Premises (Eviction/Regulations) Act and rules framed there under from time to time for the purpose of any action in case of default. In case the first highest bidder backs out and fails to take possession of the premises he/she will be debarred for two years and the earnest money shall be forfeited and the next two tenderer(s) in order of leasee fee rates/bids may be considered for/offer the lease as per direction of the Authority. If, the next two tenderer(s) also back(s) out and fail(s) to take possession of the premises, their earnest money shall also be forfeited, debarred for next two years, the tender may be cancelled and the fresh tender will be floated.
12. In case, at the time of opening of price bids, if two bids are found equal, the bidders who have quoted the same bid would be called for negotiation and the highest bidder be allotted the shop. In case, both the bidders opt to skip the negotiation, the decision will be made by draw of lots. Further, it has also been decided that in case the bidder so selected doesn't come forward to take possession of the said shop, his/her EMD will be forfeited and offer of allotment would be made to the second bidder. In case of denial by the second bidder also, his/her EMD would also be forfeited and allotment would be made to the third bidder and in case of denial by the second bidder also, his/her EMD would also be forfeited and retendering of the shop done.
13. The Registrar, PU, reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever, and without any prior notice to the tenderer(s) whatsoever.
14. Lease Money should be mentioned both in figures as well as in words, wherever required.

#### **DOCUMENTS/PAYMENTS TO BE SUBMITTED BY SUCCESSFUL TENDERER (S)**

15. (i) Documents/payments are to be submitted/ deposited by the successful bidder within **15 days** from the issue of allotment letter or before taking over the possession of the premise whichever

is earlier. The possession of the premises will be given after the submission of the following documents: -

- a) Lease Deed on Non-Judicial Stamp Papers.
- b) One-Month Advance Lease Money plus Goods Services Tax.
- c) Security deposit equal to the amount/sum of three months Lease Money and Rs. 50,000/- as additional Security against Electricity.
- d) Lessee should deposit the Police verification Report receipt within 15 days of taking over the possession of the site and must deposit the Police Verification Report within 03 months from the issue of the allotment letter of the premises.

**Note:** If the Lessee does not submit the aforesaid documents/payments within the stipulated period a fine @ **Rs.500/-** per day will be charged for each day of delay beyond the stipulated period, till the actual deposit of the same. In this case allotment is also liable to be cancelled; EMD forfeited and offer may be made to the 2<sup>nd</sup> or 3<sup>rd</sup> highest bidder as per the decision of the Lessor.

(ii) In addition to above the following documents are required:-

(a)draft of lease-deed (to be supplied to the lessee by the Deputy Registrar (Estate)) shall be typed on the non-judicial admissible stamp papers to be ascertained from the office of the Sub-Registrar (Registries), U.T., Chandigarh and the same shall be submitted to the Deputy Registrar (Estate), PU (along with 2 copies of the same) for signature of the Registrar/lesser.

(b)the successful bidder shall be got Registered lease deed by you from the office of Sub-Registrar (Registries), U.T., Chandigarh **within 10 days from the date of receipt of lease deed duly signed by the Registrar (Lessor) from this office**

(c) the successful bidder shall submit a Bank Guarantee or Fixed Deposit (FDR) pledged in favour of Registrar, PU issued by any **scheduled bank**, equal to 3 months lease money as security which shall remain valid upto 63 months, within a month of taking over possession. Failure to submit the Bank Guarantee/pledged FDR in time shall attract a fine of Rs.2500/- per day and if delay is more than 15 days, the offer of allotment is liable to be terminated.

16. The tenderer will be sole proprietor of the premises, and if not, the document-governing letter of Authority from the firm shall be furnished along with the documents mentioned in the para-14 above.

#### **PERIOD OF LEASE DEED**

17. The Lease shall initially be for a period of **five years** (*subject to satisfactory services*) with 5% increase every year in the lease money from the second year and onwards. The Lease deed is *further extendable by the PU subject to the satisfactory service of the lessee and* may be extended entirely on the discretion of the Registrar, PU and increase in monthly lease money for each term as deemed fit by the authorities. The lessee shall not be eligible for such extension as a matter of right whatsoever, and the decision of the Registrar, PU, shall be final and binding on the lessee. In default the provisions of P.P. Act, 1971 shall be invoked.

**Note:** *A Lessee cannot have more than one lease of the shop of shop/commercial from PU and in case at any stage it is found that he/she has any interest/share/partnership in any other shop of the shop/commercial, the lease shall stand terminated/ cancelled & his/her/their security shall be forfeited.*

#### **POSSESSION OF THE PREMISES**

18. Failure to occupy the premises within **15 days** of submission of registered lease deed, as mentioned at point no. 14 may result in forfeiture of earnest money and cancellation of lease.
19. a) For the purpose of trade, the lessee at his/her own cost shall ensure display of approved/fixed rates and discount to be allowed by him/her to the customers and other relevant terms and conditions. He/she shall not charge in excess of the rates.

- b) The lessee shall use the premises solely for the purpose for which it has been leased out, and for no other purpose and he shall not part with the premises/sub-let the premises to any one directly or indirectly.
20. a) The lessee shall sell items listed in **Annexure-III only**. The lessee will be required to strictly adhere to the specification/scale/quality/quantity/brand of various items as mentioned in annexure-III. He shall not charge in excess of the approved rates as mentioned in **Annexure-III. RATE LIST MUST BE PASTED IN FRONT OF THE SHOP WITH BOLD LETTERS WHICH SHOULD BE VISIBLE TO THE CUSTOMERS EASILY AS PER THE ANNEXURE-III.**
- b) The lessee shall ensure provision and sale of quality products and in no case the items as above which are spurious soiled, damaged, post-dated and expired would be stocked or sold by the lessee. Breach of these conditions will entail immediate suspension and cancellation of the lease. The products shall conform to the rules and laws of the Govt. regarding their sale.

#### **PAYMENT OF LEASE MONEY**

21. The lessee shall pay to the lessor monthly lease fee in advance and without demand by 10th of each month along with Goods and Services Tax or any other tax/Cess imposed or revised by the competent authority from time to time. The lease money for the first month shall be paid within 15 days from the issue of allotment letter of leased out of the said space and before taking possession. In case of failure to pay, lease is liable to be withdrawn. The lessee shall pay interest @ 12% p.a. on lessee money due from him/her, if he/she does not pay the same on due date, but will not be permitted to do so beyond two months and thereafter his/her lease is liable to be cancelled and the **outstanding dues recovered from the security deposit and PBG till the amount is fully recovered.**
22. The lessee will deposit lease money through RTGS/NEFT in the PU Estate Fund Account No. 10444978060, in the State Bank of India, P.U., Chandigarh.

#### **PAYMENT OF ELECTRICITY / WATER CHARGES**

23. In addition to the lease money the lessee shall pay the bills of electricity/water according to the reading of electricity/water meter to be installed by him/her at his/her own cost and the arrears, if any will be recovered from the electricity security on demand of Electricity Department, Chandigarh.

#### **SECURITY DEPOSIT**

24. A) For the faithful performance and observance of the terms and conditions of the lease deed, the lessee shall deposit in advance within **15 days** from the issue of allotment letter and before taking possession of the said premises, **security deposit equal to amount/sum of three months lease money plus Goods Services Tax** (as applicable) with the Registrar, PU, Chandigarh, which will be kept by the University and refunded only after completion of the tenure.
- B) In addition, the lessee shall deposit Rs. **50,000/-** as an additional Security against Electricity through RTGS/NEFT in the PU Estate Fund Account No. 10444978060, in the State Bank of India, P.U., Chandigarh in advance within 15 days from the issue of allotment letter and before taking possession of the said premises with the Registrar, PU, Chandigarh, which will be kept by the University and refunded only after getting the No Dues from the concerned Department.
25. The lessee will deposit the amount of security through RTGS/NEFT in the PU Estate Fund Account No. 10444978060, in the State Bank of India, P.U., Chandigarh.
26. The security or remainder thereof, if not forfeited shall be refunded to the lessee after the expiry of the lease, after the vacation of the premises by the lessee and after adjusting dues, if any.

### **BANK GUARANTEE / PLEDGED FDR**

27. In addition to the above, the lessee will give within one month of taking over the possession, a Bank Guarantee or Fixed Deposit (FDR) pledged in favour of Registrar, Panjab University issued by any **scheduled bank**, of an amount equal to **3 (three)** months lease money, as performance guarantee, as per the conditions mentioned in the paras above, which shall remain valid till **63 months**. Non- submissions of bank guarantee/pledged FDR within one month of taking over the possession shall attract penalty of Rs.2500/- per day and if the delay is more than 15 days the lease is liable to be terminated. ***The lessee will give pledged FDR from his / her own bank account /firm account and pledged FDR from the account of third party / any other person / firm shall not be considered.***

EMD of the allottee/lessee will be refunded only after submission of the bank guarantee/ Pledged FDR and in case of non-submission of bank guarantee, the same will be kept as security till submission of the bank guarantee/pledged FDR and may be adjusted against dues, if any. However, in case the allottee/lessee without submitting the bank guarantee/pledged FDR, terminate or submits vacation/termination notice before expiry of one month from the date of possession, his/her EMD shall be forfeited.

28. In the event of breach or non-observance of any of terms and conditions of this lease, the Registrar may forfeit the Security either in full or in part and in that case the bank guarantee/pledged FDR may also be encashed, if required.

### **LEASE DEED**

29. The lessee shall execute necessary lease deed specifying the terms and conditions for which the draft of lease deed will be supplied alongwith offer/allotment letter.

### **SPECIFIC CONDITIONS**

30. The lessee will be allowed to display only the Shop No. Leased out to him/her and the name of trade for which the lease has been given to him/her. No other name/image except the offer of discount will be displayed by him/her. Any violation of this clause would attract penalty provisions of this tender form.

31. ***Use of LPG and safety measures:***

- a) *The lessee should use only commercial LPG cylinders.*
- b) *The lessee must keep adequate number of fire extinguishers in the shop (in consultation with the Fire Department, Chandigarh) within 15 days of taking over possession.*

### **MAINTENANCE OF THE PREMISES**

32. (a) The lessee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the lessee or before taking over possession whichever is earlier and shall indemnify the lessor against any loss/damage/ additions/ alterations to the premises. **The lessee will get the whitewash / paint done in the shop at his / her own costs from time to time as & when required.**

(b) 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. **The lessee shall not make any addition or alternation in or around the premises without the written consent of the Registrar.**



- (c) The lessee will not keep any display counter / equipment etc. in the 'Veranda' or open space in front of or around the shop allotted failing necessary action will be taken / penalty imposed.
- (d) The lessee would provide dust free, mosquito and 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.
- (e) In case of failure to implement the directions regarding conditions and specifications mentioned, **the strict action will be taken as per terms and conditions of lease deed.**
- (f) The lessee will not sell items at higher rates than the MRP or prevailing market rates and approved rates of the University. The lessee will stock / sell only quality /branded products/use of cups /glasses of plastic material will not be allowed, failing suitable penalty will be imposed by the University.
- (g) The penalty fine so imposed for violation must be deposited within stipulated period failing which interest @12% will be charged.
- (h) **The shop will have to be accepted by the allottee "As it is". The repair required, if any, shall be responsibility of the allottee himself/herself.**
- (i) All the food items as per approved list should be available in sufficient quantity all the time.
- (j) It will be mandatory requirement for all shops providing food and other eateries to keep a complaint register at a conspicuous place at the shop along with a signage indicating the existence of complaint register.
- (k) For each sale of items, the lessee shall mandatorily give a computer generated receipt/bill in **duplicate to the customer** so as to enable him/her to retain one copy showing the details of item and rate with him/her and other copy showing the detail of item ordered by him/her to get the delivery of the item ordered. Any failure of adherence to this condition would attract a minimum penalty of Rs.5,000/- for each incidence in addition to the other penalties prescribed herein.
- (l) The lessee shall install minimum two swipe machines in his/her shop/site to use Debit/Credit cards for making cashless transactions by the customers and will also ensure its proper functioning at all times.
33. The lessee shall ensure promptness of service at the counter and shall appoint necessary staff for the purpose and shall also ensure that there is no mismanagement on his/her part or his/her agents and servants. In case of failure, to implement the directions regarding service at the counter, suitable fine may be imposed by University and his/her lease is also liable to be terminated by the Registrar, PU.
34. The lessee shall not use any electric broadcaster or any other article that may disturb the atmosphere of the University.
35. (a) The lessee shall pay during the terms of lease deed, all the Central/local taxes and cesses for the time being imposed or assessed on the premises by the competent authority from time to time.
- (b) The lessee shall pay Goods and Services Tax (as applicable) on the lease money as notified by the Central Excise Department from time to time. The Goods and Services Tax should be deposited along with monthly lease money.

Signature of tenderer(s)

36. a) 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.
- b) Sale/stock of Bubble Gum/Chewing-gum and spitting is banned in the University premises. Hence, the lessee will not stock/sell Bubble Gum/Chewing-gum or toffees with gum ingredients at the shop/site, failing suitable penalty will be imposed.
37. Neither this lease nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.
38. a) The lessee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.
- b) The lessee will be fully responsible for implementation of Labour Laws/ Shops & Establishment Legislation including minimum wages, ESI, P.F. & Worker Compensation etc.
- c) The lessee will make the payment of all the employees who are working with them through electronic / cashless mode and will also keep the record of the same for future reference.
39. a) The lessee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the Fire Department, Chandigarh to ensure safety and security of the public, self and the University property.
- b) The tenderer will be responsible for submitting Medical examination report of all the Food handlers engaged at the premises within one month of taking over the site and then quarterly.
- c) Use of plastic cups/plastic material will not be allowed.

#### **VACATION / TERMINATION NOTICE**

40. Notwithstanding anything contained in condition **16** above, the lessor shall be at liberty to terminate this lease deed by giving **30 days** clear notice ending with the expiry of that month of lease without assigning any reason whatsoever. However, the lessee may terminate this lease deed by **giving 60 days** clear notice ending with the expiry of the month of lease. In this case he/she will be debarred for participating in the tender process of all the commercial sites for 2 years and 50% of the one month lease money will be charged / deducted from the lessee and the same will be deducted from his/her security deposit subject to minimum of Rs.20,000/- and maximum of Rs.5 Lacs (including the cost of re-tendering).
- However, the Registrar, PU reserves the right to allot the lease to the 2<sup>nd</sup> or 3<sup>rd</sup> highest bidder, in case the initial lessee opts to terminate the lease any time during the period of initial allotment of the lease.

#### **BUSINESS TIMINGS OF THE PREMISES**

41. The timings of the said premises for providing services shall be from **08.00 am to 08.30 pm**. The presence of lessee or his/her persons shall be ensured during the said working hours, otherwise it would be a violation of the terms and conditions calling for termination of lease followed by eviction.

#### **DISPUTE RESOLUTION**

42. Any dispute except falling under Public Premises Act, 1971 shall be referred to the Registrar, PU, Chandigarh, who shall have the power to further delegate his power if required, to any other competent officer under University rules. The said officer shall place the matter before the Registrar, PU after thorough examination. The Registrar, PU shall take the final decision after considering the full facts and circumstances of the case. The decision of the Registrar, PU shall be binding upon both the parties.

Signature of tenderer(s)

**JURISDICTION OF COURT**

43. The courts at Chandigarh shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties

**VACATION OF THE PREMISES AFTER EXPIRY/REVOCAION OF LEASE DEED**

45. The lessee shall deliver the vacant possession of the premises to the Registrar, PU after the expiry or revocation of the lease. In case, the lessee fails to handover the vacant possession after expiry of lease period, he will be liable to pay 5 times of monthly lease money after the lease period has expired unless it is extended by the competent authority of the University. In case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit/bank guarantee/pledged FDR. In such case the lessee shall be governed by the provisions of P.P. Act, 1971.
46. The lessee shall permit access to the Registrar, PU or his duly authorized officer at all reasonable times periodically for the purpose of inspecting the premises and the trade or business carried therein. If any major lapse is found on the part of the Lessee by the Committee then suitable action shall be taken by the University and Lease shall be terminated without giving prior notice and the University shall be entitled to levy any penalty on the Lessee
47. The Registrar, PU, may modify, impose or relax any clause in the terms and conditions.
48. In case of breach of any of the terms and conditions of this lease, the Registrar, PU may revoke this lease and forfeit the security/EMD and the lessee shall thereupon forfeit all the rights hereunder, and shall remain liable for any sum then due, from him/her and also for any damage or loss which may be caused to the lessor by reason of such default or for making any alternative arrangement for running the said premises.

Signature of tenderer(s)

I/We accept all the terms and conditions mentioned above and hereby tender monthly lease money as per sealed envelope, attached separately (envelope-B).

**(Note:** Please don't put this page in the envelope –B meant for price bid)

**EMD detail:**

**FDR/TDR No.** \_\_\_\_\_

No.....

Dated.....

for Rs. ....

at scheduled Bank.....

Branch .....

Affix attested latest Passport Size Photograph with date.

**(Signature of tenderer(s))**

**PAN Number** \_\_\_\_\_

(Enclose attested Photocopy)

(Individual/Firm/company/other)

(Affix stamp except individuals)

**Proposed name of the Shop** \_\_\_\_\_

Dated: \_\_\_\_\_

Name in full (of tenderer).....

Date of Birth.....

Father/Husband's Name.....

**Address for correspondence**.....

Phone No.....

Mobile No.....

**E-mail** .....

**Permanent Address**.....

Phone No.....

Mobile No.....

**Witness – I**

**Witness - II**

Signature:.....

Signature.....

Name .....

Name.....

Address .....

Address.....

Phone No.....

Phone No.....

Mobile No.....

Mobile No.....

(Tenderer must sign on each page of Tender Form)-----

Signature of tenderer(s)

**TO BE SUBMITTED IN SEPARATE ENVELOPE (Marked-B)**

***Price Bid / Offer for leased out Shop No. 11 (Coffee House), Student Centre, Panjab University Chandigarh.***

I / We tender monthly lease money of Rs.....

(In words Rupees .....

for the above said shop.

Dated: .....

(Signature of tenderer(s)

Name in full (tenderer) .....

Father's/Husband's Name.....

**Address:**

.....

.....

**Witness – I**

Signature:.....

Name .....

Address .....

.....

Phone No.....

Mobile No. ....

**Witness - II**

Signature.....

Name.....

Address.....

.....

Phone No.....

Mobile No. ....

Signature of tenderer(s)

**ANNEXURE-I**

PROFORMA FOR AFFIDAVITE

**TO BE WRITTEN ON NON-JUDICIAL STAMP PAPER OF RS. 5/-**

(TO BE ATTESTED BY A MAGISTRATE IST CLASS OR OATH COMMISSIONER/NOTARY PUBLIC)

I,..... S/o Sh.....  
R/o..... Police Station..... District.....  
Contractor/ partner or sole proprietor (Strike out the work which is not applicable) of (firm or contractor) ..... do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt./ Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved / convicted in any criminal case / economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law / Registered with police.

Dated:-.....

Deponent .....

**VERIFICATION**

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

Signature of tenderer(s)

**ANNEXURE-II**

**Affidavit as per Clause 6 (g) of the tender to be given by the tenderer who do not have any lease of shop/commercial from PU and none of my blood relative is a defaulter of Panjab University regarding payment of rent of Shops/Booths/Canteens/Mess on the date of filling of this tender:-**

**AFFIDAVIT**

I,..... S/o Sh.....

R/o..... Police Station..... District.....

Contractor/ partner or sole proprietor (Strike out the work which is not applicable) of (firm or contractor) ..... do hereby declare and solemnly affirm that: -

*“The applicant/firm either himself/herself does not already have a concurrent lease from the PU for running Shop/Commercial Site in the PU premises and none of my blood relative is a defaulter of PU regarding payment of rent of Shops/Booths/Canteens/Mess”.*

Dated:.....

Deponent .....

**VERIFICATION**

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

-----

## Annexure-III

**List of approved items, their rates and specifications/scale/ quality/ quantity/brand to be sold in the Shop No. 11 (Coffee House), Student Centre, Sector 14, Panjab University, Chandigarh.**

Item	Qty/Volume	Proposed rates for Coffee House (Exclusive of 5% GST)
Espresso Milk Coffee	150 cc	19*
Brewed Hot Coffee	150 cc	19
Hot tea plain	150 cc	8
Hot Masala tea	150 cc	9
Hot Milk Tea	150 cc	15*
Hot tea set service BB red label	4 cup set	40
Hot tea set service BB red label	2 cup set	20
Hot tea set service Lipton green label	4 cup set	45
Hot tea set service Lipton green label	2 cup set	25
Cold coffee	250 cc glass	25*
Cold coffee	Medium ( 400ml)	40*
Nimbupani	250cc glass	13*
Nimbupani	Medium ( 400ml)	20*
Standard cold drinks	At company fixed price	MRP
Banana Shake	Small	25*
Banana Shake	Medium	40*
Banana Shake	Large	50*
Milk Shake with Roohafza	Small	27*
Milk Shake with Roohafza	Medium (400 ml)	40*
Milk Shake with Roohafza	Large	50*
Mango Shake	Small	27*
Mango Shake	Medium (400 ml)	42*
Curd lassi salty	150 gm curd	19*
Masala Dosa Sambar with coconut chutney	per plate	50
Plain dosa Sambar with coconut chutney	per plate	46
Vegetable dosa Sambar with coconut chutney	per plate	55
Butter dosa Sambar with coconut chutney	per plate	55
Paneer Dosa sambar with coconut chutney		70
Egg dosa sambar with coconut chutney	per plate	55
Vada Sambar/Idli with coconut chutney	per piece	25
Uttapam with coconut chutney	per serving	60
Upma with coconut chutney	per serving (150g)	60
Dahi Vada	One Piece	35
RavaDosa Sambar with coconut chutney	per plate	50
Masala RavaDosa Sambar with coconut chutney	per plate	60
Aloo Bonda	2 Pieces	30
Lemon Rice+ Avial with coconut chutney		80
Medu Vada with coconut chutney	Per piece	25
Saboodana Vada	Per piece	20
Rasam	Per glass	25
Aplam	per piece	20
Sambar	one serving	15
Coconut chutney	one serving	5.00
Vege. Hot Dog	per serving	30
Egg. Boiled	per piece	15
Egg fried	per piece	20
Egg Omlete	per piece	20

Signature of tenderer(s)



Egg Cheese Omelete	per piece	42
Egg Frenchtoast	per two piece	30
Egg Sandwich	per plate	30
Cheese Sandwich	per plate	45
Vegetable cutlet and Sauce	1 pieces	20
Poha	Per serving	40
Bread slice (Brown)	one slice	4.00
Vegetable Burger	one	65
Tikki	2 pieces	60
Mixed Chaat	Per plate	60
PapdiChaat	Per plate	60
Bhalla	3 pieces	60
GolGappe	6 pieces	35
Stuffed golGappe	6 pieces	50
BhelPuri	Per plate	50
PavBhaji	Per plate	70
Masala Corns	Small	40
Masala Corns	Large	50
Soya Champ		80
Paneer Tikka	6 Pieces	80
Vegetable Burger	one	40
Vegetable Pasta ( Red Sauce)	150g cooked	50
Vegetable Pasta ( white Sauce)	150g cooked	50
Burritos	1 piece	60
Cutlets	2 pieces	30
Tacos	1 piece	40
Bruchetta	4 pieces	70
2 Eggs omelette with 2 Brown bread Slices with grilled vegetables and baked beans		80
Paneer Tikka grilled Sandwich	Per piece	63*
Grilled Sandwich	Per piece	53*
Paneer Roll	Per piece	45
Paneer Pattie	Per piece	40
Vegetable Pattie	Per piece	35
Mushroom Roll	Per piece	45
Pasta Roll	Per piece	45
Pizza Slice	Per piece	40
Dhokla	200g	60
Cholay bhature	3 pieces	50
Poori Bhaji	3 pieces	50
Bread pakora	1 piece	20
Paneer Pakora	100g Paneer	60
Dalia	Per serving	40
Bhelpuri	Per serving	50
Vegetable Biryani with raita and Salad	150g	80
Egg Biryani with raita and Salad	150g	100
samosa	Per piece	15
Samosa with channa	Per piece	25
Kathi Roll	Per piece	60
Aloo Parantha	Per piece	15
Vegetable parantha	Per piece	15
Butter	10g packing	MRP
Curd	100g packing	MRP
Prices with * are inclusive of GST		

Signature of tenderer(s)

**Note:-**

- 1) No trans fat :- Margarine , lard , vanaspati
- 2) No to Refined Oil or any other oil contains TBHQ or grade 4 preservatives.
- 3) No aluminum in any form
- 4) No plastic: use glass water bottle. Say No to Plastic in any form this has to follow strictly in campus
- 5) No Aerated drinks to be allowed.
- 6) Use of Mustard oil and ghee to be increased
- 7) Use of white Butter to be promoted.
- 8) Promote Use of Iron, copper , brass equipments.
- 9) Check on frying frequency of an oil.  
Contractors/Food promoters to get Certificate of Analysis (COA) of each ingredients from the vendors. COA certified that ingredients have permitted use of pesticides or preservatives.
- 10) It is the duty of contractor that his staff should have five day certificate course from UIHTM then he/she will be able to work in food area of hostels
- 11) Medical check up of each staff of food handlers to be submitted quarterly to the authority otherwise contractor have to face consequences.
- 12) Un polish pulses to be promoted and along with organic Vegetables.
- 13) Fresh Fruit juices should not contains any additives like extra sugar or salt to enhance its taste, its useless to have if vendor add sugar to it.
- 14) Oil has to be replenish after every third Reheating.
- 15) Vendors to obtain food license from health department, Chandigarh administration.
- 16) Main Chef has to be FSSAI certified.
- 17) The furniture and other material if so lying in the shop can be used by the Lessee with the permission of the DSW.

Signature of tenderer(s)