

(Check list for Technical Bid of Tender) 4099/D/Estate dated.30-11-2023

(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 No_____ and Site/Location_____ of the Shop applied for.

TABLE No. 1:

Sr. No.	Documents	Photocopy/ Original enclosed Yes / No	Page No.
1	All the pages of tender form are signed (please write Yes/No)		
2	Tender must be accompanied with Earnest Money Deposit (EMD) _____ as per amount mentioned in Table No 2 and Table No 3 against each shop in the shape of DD in favour of the Registrar, Panjab University, Chandigarh. No other format for Earnest Money deposit would be accepted.		
3	Residence Proof duly attested (Correspondence and Permanent) Name of the document: Please refer point No. 10. (a) of tender document.		
4	Self-Attested photocopy of the Ownership Document; in case of Proprietorship, self-declaration with copy of PAN; in case of firm, a Partnership Deed; in case of company; 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	Affidavit duly attested by Notary Public to the effect that the firm / individual is not blacklisted by any Govt. Organization and that no criminal case or economic offence is pending under any Court of Law / Registered with Police.		
7	An affidavit to the effect submitted by the applicant/firm that neither he/she nor any of his blood relation i.e. spouse nor his/her relative have been found defaulter of the Panjab University. In case, at any stage, this affidavit is found wrong, then the lease money deposited with the P.U. shall be automatically forfeited.		
8	PAN and GSTIN Number and photocopy of GSTIN cards duly self-attested along with GST/Service Tax returns will be submitted by the successful bidder within the two months from the date of possession.		
9	Self attested passport size photograph should be pasted on the tender form at last page.		

Signature of tenderer(s)

Note:-The allotment of the shop shall be on “as is where is basis” The expenditure of repair including availing the services of the electricity connection, water supply connection etc. shall be borne by the allottee. Before participating in the bidding process, the bidder may avail an opportunity of visiting the respective Shops by contacting designated person namely Mr. Vijay Lalia S.D.O construction office Mobile. No.9815655075 In case the bidder faces any difficulty in contacting designated person or he is not given an opportunity to visit the site then he/she may contact to Dr. Satish Patil D.R. Estate Mobile. No7067425675.

TABLE No: 2 Details of Shops, Sector 14, PU Campus:-

SHOP/BOOTH NO.	AREA	RESERVED PRICE (IN RS.)	EMD PRICE (IN RS.)
Shop No.27	192 Sq. ft.	12000/-	2000/-
Shop No.29	192.64 Sq. ft.	12000/-	2000/-
Shop No.44	192.64 Sq. ft.	12000/-	2000/-
Shop No.71	121.43 Sq. ft.	5000/-	1000/-
Shop No.75	250 Sq. ft.	15000/-	2000/-
<u>Administrative Block Canteen</u> The actual possession of the Administrative canteen will be handed over to the successful bidder only after making the structural changes. The rent will be charged from the date of actual possession from the successful bidder.	1661.75 Sq. ft.	20,000/-	2,000/-
Rajiv Gandhi College Bhawan	3938.17 Sq. ft.	35,000/-	2000/-
Shop No.47 Reserved for Banks only	516.96 Sq. ft.	24000/-	2000/-
Shop No. 26	192.64 Sq. ft.	12000/-	2000/-

TABLE No: 3 Details of Shops, Sector 25, PU Campus:-

SHOP NO.	Area	RESERVED PRICE (IN RS.)	EMD PRICE (IN RS.)
Shop No.1	99 Sq. ft.	6,000/-	1000/-
Shop No.2	99 Sq. ft.	6,000/-	1000/-
Shop No.3 Reserved for Specific trade i.e.Daily needs and Grocery Items	198 Sq. ft.	6,000/-	1000/-
Shop No.1(UIET) Reserved for Kiosk/ATM	103.5 Sq. ft.	10,000/-	2,000/-
Shop No.2(UIET) Reserved for Stationery Shop	97.75 Sq. ft.	10,000/-	2,000/-
Shop No. 3(UIET) Reserved for Chemist Shop	100.62 Sq. ft.	10,000/-	2,000/-
<u>UIAMS Department Canteen</u> The actual possession of the UIAMS canteen will be handed over to the successful bidder only after making the structural changes. The rent will be charged from the date of actual possession from the successful bidder.	500.Sq.ft.	20,000/-	2,000/-

Note: - That any property in the tender could be included or excluded without assigning any reason at any stage.

PANJAB UNIVERSITY, CHANDIGARH

TENDER FORM

Cost Rs. 2,000/-

Name of tenderer.....

Demand Draft. No.....

Dated:.....

TERMS AND CONDITIONS

1. 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.**
2. Tender must be submitted in two sealed envelopes separately i.e., 1st sealed envelope should contain EMD, supporting documents regarding fulfillment of eligibility conditions and signed tender document (each page) as a token of acceptance of terms and conditions of tender in one envelope (**Envelope–A- Technical Bid**) and price bid/financial bid on the prescribed Performa in the second envelope (**Envelope–B- Financial Bid**). Both the envelopes are to be sealed in **Master Envelope** and the name of tenderer with address and the shop No. for which bid is being submitted should be clearly mentioned on the envelopes. Those who fail to follow this procedure shall be treated as disqualified forthwith.

BANNED TRADES

3. The bidder (in the case of shops/booths) may mention only specific trade name except the **banned trades i.e. Fabrication of Gates and Grills/Furniture, Repair of Cars and Scooters, Auto Spare Parts, Liquor Shops/Pub, Junk/Kabari Dealer, Lootery Seller, Chicken corner/meat shop, Video Games, Discotheque, Coaching Cum Study Centre and any other trades to be decided by the Registrar.**

RESERVE PRICE

4. The reserve rate of each Shop per month is fixed as mentioned in the Table No.2 and Table No.3. The GST, Property Tax, Electricity and Water Charges shall be extra as applicable. The highest tenderer/ bidder will be allotted the Tender. However, the lessor / Registrar, PU reserves the right to allot the lease to the 2nd or 3rd highest bidder, in case initial lessee terminates the lease within six months from the date of initial allotment.

SECURITY DEPOSIT

5. The Security Amount will be deposited by the successful bidder at the time of allotment i.e. multiply 3 @ of rent alongwith electricity security of Rs. 13,000/- at the time of allotment at the initial stage. However, the exact amount of electricity security will be deposited later on by the successful bidder after submission of the 1st month electricity bill on the basis of which the actual load of electricity will be calculated and accordingly the electricity security will be determined and deposited by the lessee within 10 days from the date of demand.
6. 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.
7. The security or remainder thereof, if not forfeited shall be refunded to the lessee after the expiry of the lease and after the vacation of the premises by the lessee as well as after adjusting dues, if any.

Note: It is the sole responsibility of the tenderer that he / she will submit DD prepared from his/her own bank of his / her account/firm/ company only and an undertaking from the tenderer in this regard is also submitted in the envelope with other documents. Pledged DD from the account of third party/any other person/firm/ company shall not be considered and the tender will be deemed rejected.

Signature of Tenderer (s)

RECEIPT & OPENING OF TENDERS

8. Tender should reach the office of Deputy Registrar (Estate) 2nd floor, Administrative Block, Panjab University, Chandigarh upto.05:00 P.M on or before **20-12-2023** Tender document/technical bid shall be opened at **Senate Hall, Ist 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 the Panjab University, the tenders will be received till the next working day upto the same time.

*** Note. The tenderer are requested to visit University website regularly for any update and also for the information about the notification of opening bid/s.**

9. In case any tenderer wishes to participate for more than one shop, then EMD and Tender form cost be submitted for each shop separately.

PRE-QUALIFICATION DOCUMENTS

10. The following pre-qualification documents are to be submitted along with the tender form in a Technical bid. However, the tenders received without any of the following documents will be considered as invalid and the commercial bid would not be opened for such applicants.

- a) The applicant must be a resident of India. Any of the following documents (photocopied duly self-attested) mentioned below will be submitted as a proof of residence:-
 - (i) Passport
 - (ii) Driving License
 - (iii) Voter Identity Card
 - (iv) Ration Card
 - (v) Aadhar Card
- b) In case of firm/company, the copy of documents of constitution, e.g., in case of a firm copy of Partnership Deed, in case of company, copy of 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) An attested Affidavit by the Notary Public to the effect that the firm / individual is not blacklisted by any Govt. Organization and that no criminal case or economic offence is pending under any Court of Law / Registered with Police (**Annexure-I**).
- e) An attested affidavit by the Notary Public 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 his/her blood relative is a defaulter of Panjab University regarding payment of rent of Shops/Booths/Canteens/Mess (**Annexure-II**).
- f) PAN and GSTIN Number and photocopy of PAN and GSTIN cards duly self-attested be required to submit within 02 months from the date of possession.
- g) 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/authorized 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.

Signature of tenderer(s)

11.(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 the right to bid. No bid can be made on behalf of the bidder.
- iii) The person who gives his/her tender to any other person shall be debarred for the next two years to participate in any tender of Panjab University.
- 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 to participate in any tender of Panjab University. His/her earnest money shall also be forfeited.

CONDITIONS REGARDING ALLOTMENT OF SHOP

An affidavit to the effect be submitted by the applicant/firm that neither he/she nor any of his blood relation e.g. spouse, children's brother/sister and his/her relatives are defaulter of the Panjab University. In case, at any stage, this affidavit is found wrong, then the lease money deposited with P.U. shall be automatically forfeited.

12. A lessee can participate in the tender process for more than one shop at a time. However the lessee will be entitled for only single occupation initially for the period of 3 years and further extendable for 2 years.

13. The lease will be given for period of 3 years and further extendable for 2 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 to participate in any tender process of Panjab University for the next two years and the earnest money of the tenderer shall be forfeited. The next highest tenderer(s) in order of lessee fee rates be given an offer of the lease.

14. In case of more than one H1 bids (i.e., the more than one bidder quoted the same H1 bid), then all H1 bidders (who have quoted the same bid) would be called for negotiation and the highest of them shall be allotted the shop. In case, the H1 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 other H1 bidders who had quoted the same price. In case of denial by the other H1 bidder(s) his/her EMD would also be forfeited and offer of allotment would be made to the second H1 bidder and in case of denial by the second H1 bidder his/her EMD would also be forfeited and the offer of allotment would be made to third H1 Bidder. In case of denial by the third bidder his/ her EMD would also be forfeited and the process of retendering of the shop would be initiated.

Signature of Tenderer (s)

15. The Lessor / 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.
16. Lease Money should be mentioned both in figures as well as in words wherever required.

DOCUMENTS/PAYMENTS TO BE SUBMITTED BY SUCCESSFUL TENDERER (S) AS PER TIME LINE

Step No.	Description	Time/Duration (in days)
1	Declaration of the name of successful bidder	After opening of financial bid.
2	Issue of allotment letter for lease and possession along with format of lease deed (Apart from letter via speed post, Registered mail, intimation shall also be given via telephonic message, SMS, e-mail for prompt communication)	Within 07 working days from the date of opening of financial bid
3	Possession of shop by successful bidder as per refer point no 28/f	It's the sole responsibility of the successful bidder/allottee to take the possession within 07 days from the date of issue of allotment letter for lease. <u>Important:</u> If he/she fails to do so within stipulated time, then EMD of the successful bidder deposited in the University will be forfeited and no claim will be entertained in this regard whatsoever it may be and the University will offer the allotment to 2nd highest bidder.
4	The rent will start from the date of possession of the allotted shop.	
5	The Security amount so defined shall be deposited	Within the 03 working days from the date of possession
6	All the documents i.e. lease deed in prescribed format on the Non-Judicial stamp paper including Bank Guarantee shall be deposited in the estate branch.	Within the 15 working days from the date of possession

OTHER INSTRUCTIONS

17. (i) a) Lease Deed on Non-Judicial Stamp Papers as defined by the U.T. Administration
b) One-Month Advance Lease amount alongwith Goods Services Tax as applicable.
c) The Security Amount will be deposited by the successful bidder at the time of allotment i.e. multiply 3 @ of rent + GST alongwith electricity security of Rs. 13,000/- at the time of allotment at the initial stage. However, the exact amount of electricity security will be deposited later on by the successful bidder after submission of the 1st month electricity bill on the basis of which the actual load of electricity will be calculated and accordingly the electricity security will be determined and deposited by the lessee within 10 days from the date of demand.

Signature of Tenderer (s)

(ii) In addition to the above, the following documents are also 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/lessor at bidder's own cost.
- b) The successful bidder shall get the lease deed registered from the office of Sub-Registrar (Registries), U.T., Chandigarh **within 10 working 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.**
- d) 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.
- e) For the faithful performance and observance of the terms and conditions of the lease deed, the lessee shall deposit the security amount within the **03 working days** from the date of possession. (**security deposit is equal to the 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 the completion of the term.
- f) The lessee shall execute necessary lease deed specifying the terms and conditions for which the draft of lease deed will be supplied along with offer/allotment letter.

PERIOD OF LEASE DEED

18. Lease shall initially be for a period of **three years** (*subject to satisfactory services*) **with 10%** increase every year in the lease money from the second year onwards. The Lease deed is further extendable for 2 (two) years more by the PU subject to the satisfactory service of the lessee and 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. In case of extension of lease deed, fresh lease deed shall be executed.

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 and no claim in this regard will be entertained by the University.

CONDITIONS AFTER ALLOTMENT OF SHOPS

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 originally leased out, and for no other purpose other than the purpose as originally permitted and he shall not part with the premises/sub-let the premises to any one directly or indirectly.

PAYMENT OF LEASE MONEY

20. The lessee shall pay to the lessor monthly lease money in advance and without demand. 1st monthly lease rent shall comprise of days starting from the date of possession till the last day of the month of possession. The first monthly lease rent and GST shall be paid within 7 days from the date of possession or last Working day of the month, whichever is earlier.

For subsequent months, lease rent shall be paid before 10th of each month.

In case of failure, the lessee shall pay interest @ 12% P.A. on lessee money due from him/her. If he/she does not pay the lease rent for consecutive two months then his/her lease is liable to be cancelled and the **outstanding dues shall be recovered from the security deposit and eviction procedure will be initiated immediately.**

21. The lessee shall deposit lease money along with applicable GST through RTGS/NEFT in the PU Estate Fund Account No. 10444978060 in the State Bank of India, P.U., Chandigarh, with intimation (with UTR No.) to Rent Recovery Cell (Accounts Branch) by the 10th of every month.

PAYMENT OF ELECTRICITY / WATER CHARGES AND PROPERTY TAX

22. 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.

23. In case separate electricity / water meter is not installed, the licensee shall pay the charges of electricity/ water at flat rates fixed by the Sub-Division Officer (SDO), Panjab University, Chandigarh from time to time. The licensee will pay the electricity /water bills raised by the Institute within 10 days from the issue of bill failing which the electricity /water supply will be disconnected without any intimation and the arrears if any will be adjusted from the amount of Security Deposit.

24. The lessee will also pay the property tax as applicable to Municipal Corporation, Chandigarh from time to time as per the PID's generated by the Municipal Corporation.

BANK GUARANTEE / PLEDGED FDR

25. 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 only be refunded after receiving the bank guarantee/ Pledged FDR and in case of non-receipt of bank guarantee, the EMD will be kept and treated as security till the receipt 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.

26. 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

27. The lessee shall execute necessary lease deed specifying the terms and conditions for which the draft of lease deed will be supplied by the office of Deputy Registrar (Estate Branch), Panjab University along with offer/allotment letter.

MAINTENANCE OF THE PREMISES

28. (a) The lessee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost 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 cost at least once, every 3 years.**
- (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 / permission 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 **strict action will be taken as the order of the PU authority.**
- (f) **The shop will have to be accepted by the allottee "As it is" where is basis. The repair required, if any, shall be responsibility of the allottee himself/herself.**

Signature of tenderer(s)

29. (a) The lessee shall pay 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 during the terms of lease deed.
- (b) The lessee shall pay Goods and Services Tax (as applicable) on the lease money as notified by the competent authority from time to time. The Goods and Services Tax should be deposited along with monthly lease money.
30. (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.
31. 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.
32. 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.**
33. 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.

VACATION / TERMINATION NOTICE

34. Notwithstanding that any violation of above conditions the Lessor shall terminate the lease deed by giving 30 days prior notice without assigning any reason whatsoever. However, the lessee may terminate the lease deed by giving 60 days prior notice. Whether the Security has to be refunded or not shall be decided by the lessor / Registrar.

Important Note: In case the lessee fails to pay the rent and charges /taxes and the service found unsatisfactory the violation to the terms and conditions mentioned in the tender, the eviction processing will be initiated as per the Panjab University, Rules and Regulations.

BUSINESS TIMINGS OF THE PREMISES

35. The timings of the shops/canteen will be as per the order of the authority from time to time. 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.

Signature of tenderer(s)

DISPUTE RESOLUTION

36. Any dispute except falling under Public Premises Act, 1971 shall be referred to the lessor / 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 the lessee.

JURISDICTION OF COURT

37. 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

38. 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.
39. 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, 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.
40. The Registrar, PU, may modify, impose or relax any clause in the terms and conditions.
41. 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.
42. No other trade except mentioned in the lease deed should be run/done by the lessee.
43. No subletting should be there.
44. No worker will reside inside the premises after allotted / mentioned timings.

Signature of Tenderer(s)

TENDER FORM

I/We accept all the terms and conditions mentioned above and hereby submitting the tender in separately sealed envelope-B.

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

EMD detail:	
Demand. Draft No. _____	
Dated.....	
for Rs.	
at scheduled Bank.....	
	(Signature of tenderer (s)
Proof of Residence: _____	(Individual/Firm/company/other)
(Enclose attested Photocopy) as per list mention at Point no. 10.a of tender document.	(Affix stamp except individuals)
Proposed name of the Shop _____	
	Dated: _____
	Date of Birth.....
Name in full (of tenderer).....	
Father/Husband's Name.....	
Address for correspondence	
Phone No.....	Mobile No.....
E-mail	
Permanent Address	
Phone No.....	Mobile No.....
Witness – I	Witness - II
Name	Signature.....
Address	Name.....
Phone No.....	Address.....
Mobile No.....	Phone 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 Canteen/Shop No. _____
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:

- a. I am/my firm/company is not blacklisted by Union or any State Govt./ Organization.
- b. 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.
- c. 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 (f) “*PRE-QUALIFICATION DOCUMENTS*” 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.....

Signature of tenderer(s)