DEPARTMENT OF PHYSICS



Centre of Advanced Study in Physics
PANJAB UNIVERSITY, CHANDIGARH-160 014 (INDIA)



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Dated: <u>1.5.2017</u>

NOTICE INVITING QUOTATIONS FOR ALLOTMENT OF PHOTOSTAT SHOP ON CONTRACT

Sealed Quotations are invited from the interested person/parties for a lease to run the **PHOTOSTAT SHOP** (FACING ROAD) in Physics Department, Panjab University, Chandigarh for 3 years as per terms and conditions mentioned below. Please quote your rates should be clearly written of typed (counting avoided) and should reach the undersigned on or before 15.5.2017. The quotation in a sealed envelope giving our/ your reference No./ Date of quotation should be sent after affixing the required postage stamps. The quotation should be sent by POST/by hand.

- 1. The Registrar/The Chairperson, Department of Physics, Panjab University, Chandigarh reserves the right to reject any of the quotation in the interest of the Deptt./ University without assigning any reasons.
- 2. Lease money will be payable monthly by 10th of every month in advance to the Registrar, Panjab University, Chandigarh.
- 3. The lease will not be transferable. The terms and conditions of the lease deed may be perused in the Panjab University, Chandigarh.
- 4. Electricity charges shall have to be paid by the lease directly to the concerned authorities and copies of the receipt submitted to the office of the Chairperson, Deptt. of Physics, Panjab University, Chandigarh every month. For this purpose the lessee will have to installed his own electric meter.
- 5. The Lessee shall have to deposit security amount etc. as per terms & conditions of Lease deed of the Panjab University before opening of the Photostat shop.
- 6. The possession of the premises will be handed over to the Lessee only after the submission of the lease deed duly completed in all respects along with two Sureties on non-judicial stamp papers.

The rates of Photostat copies will be charged as per approved university rates will be decided by the Panjab University. The offer by the LESSEE must include free 2000 photostat copies per month for the department.

- 7. The Lessee will be asked to open the Photostat even on holidays, whenever required by the authorities.
- 8. The Lessee shall abide by all the rules as listed below:-

a) He shall provide quality items at the fixed by the Panjab University authorities.

b) All rates, as approved by the Panjab University authorities, will be prominently displayed in the Photostat Shop.

c) Cleanliness shall be maintained surrounding area and keeping the premises clean.

d) No additional structure or tent will be put by the Lessee.

- e) Working hours, as prescribed by the Chairperson, Deptt. of Physics, Panjab University, Chandigarh / the Panjab University authorities.
- f) The Lessee shall engage as adequate number of servants. He shall be fully responsible for their wages, conduct, behavior, security/safety etc.
- 9. The Photostat shop shall be open for inspection at any time to the authority concerned or its nominee/s.
- 10. In case of violation of any of the rules, fine can be imposed on the Lessee.
- 13 The contract is terminable at a notice of 30 days by either of the Lessee.
- 14 The Chairperson, Deptt. of Physics, Panjab University, Chandigarh reserves the right of issuing any other instructions/orders that he/she deems necessary in the interest of the University.
- 15. Furniture and fixtures etc. will be arranged by the Lessee.
- 16. After the completion of 1 year, the increase @10% will be made in the rent.

Sealed quotation invited mentioning Rs.25,000/- p.m. as minimum reserve bid for renting out Photostat shop in Department of Physics, Panjab University, Chandigarh in favour of the Registrar, Panjab University, Chandigarh. The offer by the LESSEE must include free 2000 Photostat copies per month for the department.

Chairpersonott. of Physics

P.U. Chandigarh

Issued to:-

1. The Chairperson, all teaching departments, P.U. Chandigarh.

2. The Deputy Registrar (Estate Branch), P.U., Chandigarh.

3. The Registrar, P.U. Chandigarh.

4. The D.S.W., P.U., Chandigarh.

- 5. The Wardens, all Hostels, P.U., Chandigarh.
- 6. The Wardens, Local Colleges, Chandigarh.
- 7. All Students Centre Shops, P.U., Chandigarh.
- 8. Administrative Block, P.U., Chandigarh.
- 9. P.U., market, Chandigarh.
- 10. Department/PU website

GENERAL RULES AND TERMS & CONDITIONS FOR ALLOTMENT OF PHOTOSTAT SHOP, DEPARTMENT OF PHYSICS, PANJAB UNIVERSITY, CHANDIGARH

- 1. That the lease will be created for a period of three years from the date of allotment on monthly lease money of Rs. _____/- p.m. plus Service Tax as minimum reserve bid for renting out Photostat shop in Department of Physics, Panjab University, Chandigarh and provide minimum 2000 ___ copies free of cost per month to the department. There shall be increase of 10% every year on agreed leased amount.
- 2. That the above mentioned period of three years 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, he will have to pay interest @ 18% per annum compounds to the lessee.
- 4. That the lessee shall deposit equivalent to six month lease money Rs. ______as Security & 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 same be intimated to the Estate Branch, before the commencement of the lease with sureties of two persons acceptable to the Registrar, Panjab University. 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.
- 6. That the lessee shall abide by all the provision of the Capital of Punjab (Development and regulation) Act 1952 along with the rules framed by the Syndicate of the Panjab University from time to time on that behalf. Further, this lease is subject to the provisions of the public premises (eviction of un-authorised occupants) Act. 1971.
- 7. That in case of any levy, cess, Property tax, Service Tax, Service Charges or any other liability imposed by any 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 will hand-over the premises in the same condition as it has been leased to him and it will be his responsibility to keep the premises in perfect condition.
- 9. That only major repair include (complete replacement of floor/complete plaster of wall, complete replacement of door/window, replacement of tile of terrace etc.) of Photostat would be taken care of by the University but 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 **Photostat** 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 will automatically amount to termination of this lease.
- 11. That the lessee shall ad here the condition as mentioned in the notice for inviting quotations.
- 12. That the lessee shall not start additional trade or change the trade unless prior permission for the same has been given by the Lessor.
- 13. That the lessee shall not make any addition or alternation of any type or otherwise in the premises without obtaining prior written consent of the lessor. In case the addition or alternation 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.
- 14. 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 Photostat only.
- 15. That the lessee shall keep the premises/Photostat and the surroundings neat and clean and shall not be allowed to keep anything in the Varandah (in front of the Photostat) on the roof or the open space. The Registrar or his representative may without any prior notice, order the lifting of all such material on the un-authorised places and the same shall 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.
- 16. That the lessee shall not sublet or part with the premises or part thereof in any form whatsoever (even in the form of partnership) to anyone.
- 17. That the lessee shall install electricity meter as its own form concerned department and pay the electricity charges as per meter reading of electricity meter recoverable by the concerned department.
- 18. That in case the lessee vacates the Photostat/premises before the expiry of the agreed period, the Registrar shall right to forfeit the security deposit.
- 19. That the lessee shall conspicuously display rate list as per the norms of the Chandigarh Administration. In the largest interest of the consumer, apart from the officials of Administration, the University shall have the power to monitor and ensure compliance with law and to take suitable action.
- 20. 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.
- 21. That the lessee shall not use any part of the lease premises for the purpose of residence. The lease shall stand terminated if any part of the premises is found to be used by any one for residence.

- 22. 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.
- 23. That the Registrar 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.
- 24. 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.
- 25. That the quantum of minor maintenance including (patch work of cement concrete floor/concrete plaster, or patch work of wooden joining, tighting 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.
- 26. That the lessee shall dispose of the garbage only at the prescribed garbage bins. The Registrar may impose a fine up to Rs.1,000/-(One thousand only) if the lessee is found spoiling the cleanliness by throwing garbage at un-authorised places.
- 27. 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.
- 28. That the lessee shall not commit any act or omission which is detrimental to the interest of the Panjab University in any manner. Indulgence in any such act or omission will amount to automatic termination of this lease and forfeiture of security.
- 29. That the Registrar may allow purely for temporary use (as putting up a tent) of the open space by the leassor on payment as determined by the Registrar.
- 30. 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 security amount will be forfeited.
- 31. 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.
- 32. 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).

- 33. The lease-deed/agreement shall be terminable at the option of either of the parties and the party terminating the lease-deep/agreement shall be required to give 30 days advance notice to this effect in writing.
- 34. That the lease-deed/agreement shall be automatically terminated on the expiry of the period of three years and lessee will hand over the vacant possession of the Photostat as per Section 108 (B) (q) & 111 (a) of Transfer of Property Act.

All terms & conditions given in tender documents	have been read by me/us & accepted.
Signature	
Name	
Address	
Mobile/Telephone No	_
Date	