

# THAPAR UNIVERSITY, PATIALA

(Declared as Deemed – to-be University u/s of the UGC Act, 1956)



## TENDER FORM

**For Shop No. 6 & and 10-A  
(Any suitable proposal)**

**TO BE SUBMITTED  
AT OFFICE OF  
REGISTRAR, THAPAR UNIVRSITY,  
PATIALA**

For Business proposal : \_\_\_\_\_

1. Tender Amount Rs. 500/- vide DD No. \_\_\_\_\_ Dated \_\_\_\_\_

2. EMD Details : DD No. \_\_\_\_\_ Amount \_\_\_\_\_ Dated \_\_\_\_\_

**THAPAR UNIVERSITY , PATIALA**  
**(Declared As Deemed –to-be University u/s 3 of the UGC Act, 1956)**

**TENDER NOTICE**

**THAPAR UNIVERSITY , PATIALA**  
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**TENDER NOTICE**

Any Business proposal are invited for for Shop No. 6 at COS & Shop No. 10 –A) at COS Shopping Arcade on License Fee basis for 11 months duration

Tender form can be obtained from Administration Section on submission of Rs. 500/- in the form of Demand Draft/bank deposit receipt or can be download from the website [www.thapar.edu](http://www.thapar.edu). The last date for the sale of the tender form is 26/5/17 by 5:00 P.M.. The downloaded tender form should be submitted alongwith Demand Draft of Rs. 500/- (Non-refundable) and EMD amount (refundable) as mentioned in tender documents in favour of Registrar, Thapar University, Patiala on or before 29/5/17 by 5:00 P.M.

The EMD amount for shop No. 6 is Rs. 36000/- (refundable) & Rs. 10500/- for shop No. 10-A in favour of Registrar, Thapar University, Patiala on or before 29/5/17 by 5:00 P.M. For further details see our website [www.thapar.edu](http://www.thapar.edu). The tender will be open on 2/6/17 at 3:00 P.M. in the presene of bidders.

Thapar University can reject any tender or all the tenders at any stage without assigning any reason.

REGISTRAR

**TECHNCIAL BID – ANNEXURE - I**  
(Kindly tick the appropriate)

Passport size  
Photograph of  
bidder

1.	<b>Name &amp; Father name of the Participants</b>	
2.	<b>Name of the Firm/ Company (Kindly attach firm registration certificate)</b>	
3.	<b>Date of Birth (Attach photocopy of PAN CARD) – compulsory</b>	
5.	<b>Full Address with contact (Phone/ Mobile No)</b>	
6.	<b>Previous experience/ Training in the concerned field (attach evidence) as separate sheet</b>	
7	<b>Educational Qualification, if any and any other relevant information</b>	
8	<b>Names and addresses of two references (Write name and address with contact Nos.)</b> 1. 2.	
9	<b>Financial Position/ evidence of capital for shops/Booth (copy of 2 year returns to be enclosed) – mentioned in figure also</b>	
10	<b>Language Known (Speak, Read, Write)</b>	
11.	<b>Details of amount submitted as Earnest Money (refundable in case of unsuccessful bidder) in the form of Demand Draft only.</b>	

12.	Monthly license fee to be payable. Applicable taxes (service tax, GST at etc.) and electricity and other charges will be charged extra as per the norms.	1. Rs. 7000/ p.m. (inclusiv service tax) + Electricity - Security and Maintenanc Charges and other charges 2. Rs. 3500/- p.m. (inclusiv service tax) + Electricity - Security and Maintenanc Charges and other charges				
13.	Ready to submit the Security Money within Seven days which is equivalent to three months licence fee. (if the tender bid considered) – YES / NO					
13.	Rates proposed to be charged for the services. Kindly enclose separate sheet as per format. Final list for the rates will be approved by the committee.	SNo.	Name the items	Qty	Market Rate	Rates for Thapar University
14.	Any other information / Remarks					

**Certified that the information furnished above is correct to the best of my knowledge and belief, if any information furnished above is found to be false at a later date, I shall be liable for any action to be taken by the authorities of Thapar University, Patiala including forfeiture of the security deposit amount.**

**Signature**

**Place:**

## FINANCIAL BID (ANNEXURE – II)

(For any Business Proposal in the Thapar University Campus)

1. I \_\_\_\_\_ S/o \_\_\_\_\_  
Age \_\_\_\_\_ R/o \_\_\_\_\_

(complete postal address) hereby submit the quotation for running business  
the name is as follows :

- 
2. The license for the shops is The “Licensee” agreed to pay monthly license fee for shop No. 6 is **Rs. 12000/- (Inclusive service tax) and Rs. 3500/- (Inclusive service tax) for Shop No. 10-A + Electricity charges (as per actual) + Rs. 500/- as water charges + Rs. 1000/- as Security Guards and Cleaning cum Maintenance Charges and all other applicable taxes as per actual consumption for use and occupation**
  3. I have gone through the terms and conditions etc. of the University meant for allotment of Shops/ Food Junction.
  4. After (going through the) completely understanding the terms and condition, I intend to submit my Quotation for business proposal.
  5. I had submitted last two year returns as an evidence of financial position
  6. I had submitted the rate list and special discount to Thapar University, Patiala

Note : The tender forms are liable to be rejected below the minimum license fee..

Date

Signature  
Name & Address  
(Proprietor /Partner etc.)

ANNEXURE-2

**TERMS AND CONDITIONS FOR ALLOTMENT OF CAFETERIA / SHOP /  
FOOD JUNCTION/BOOTH IN THE CAMPUS OF THAPAR  
UNIVERSITY, PATILA**

3. The license shall remain in force for **11 months**.
4. The “Licensee” agreed to pay monthly license fee for shop No. 6 is **Rs. 12000/- (Inclusive service tax) and Rs. 3500/- (Inclusive service tax) for Shop No. 10-A + Electricity charges (as per actual) + Rs. 500/- as water charges + Rs. 1000/- as Security Guards and Cleaning cum Maintenance Charges and all other applicable taxes as per actual consumption for use and occupation** of the above mentioned premises to the Licensor. The allotment of **Shop (COS Shopping Arcade) at Thapar University, Patiala** is on the campus is made on the license fee agreement basis only.
5. The license shall pay agreed monthly license fee, before 25<sup>th</sup> of the commencement of each month during the period of agreement otherwise 10% penalty will be charged extra every month. In case License fee/money is not paid for two months consecutively the electricity and water connection will be disconnected and **University have the right terminate this agreement without any prior notice. In such case the Licensee have to vacate the premises as directed by University at that time.**
6. The licensee shall deposit with the Licensor a Security Deposit amounting to equivalent of three months of three months license fee for due observance of the terms and conditions of the agreement by the licensee, security deposit shall be returned/refunded to the licensee, after deducting there from any sum that may be found due from him/her under this licensee, on the expiry of the licensee or termination of the licensee. In the event of breach of any of the terms and conditions of this agreement, the said security deposit shall be forfeited in whole or in part at the discretion of the Licensor.
7. The Licensee shall not in any manner misuse this license not sublet the licensed premises or any privileges granted, to any other person whosoever. The Licensor reserves the right to terminate the agreement by giving seven days written notice, if it is found that

licensee has assigned or sublet the said premises or the said privileges.

8. The business by the licensee to be carried as aforesaid shall be carried on the sole risk and responsibility of the licensee and the Licensor shall not be liable for any debt or arrears to payment due to the licensee from any person whatsoever.
9. The licensee shall always be deemed to be a bare licensee only of the said premises and nothing herein contained shall be constructed as a demise at law of the premises of any thereof so as to give the licensee any interest therein and the licensee shall have only a licensee to enter upon the said premises for the aforesaid purpose.
10. The licensee shall be abiding by all the terms and conditions laid down by the Licensor from time to time. In case at any time, any law and rules relating to license which are made applicable subsequently, the licensee shall be bound by these rules. The Licensor reserves the right to prescribe the regulations of working hours relating to Cafeteria / canteens on its premises.
11. The license will at times duly observe the provisions of The Employment of Children Act, 1938. The licensee agree to indemnify the Licensor from and against all claims and penalties which may be suffered by the Licensor or any person employed by him by reason of any default on the part of the licensee in the due observance and performance of the provisions of the employment of children act or any re-enactment or modification of the same.
12. The licensee shall obtain all licenses, approvals and permissions which are required by law and / or regulations to be obtained and shall at all items duly observe the terms and conditions of all laws and enactment modification and recommendations for the time being in force including certificate from the Municipal Corporation or other authority competent to issue such certificate for the sale of food items. All food items or articles to be sold by the Licensor will be quality stuff and will meet the standards as prescribed under the relevant applicable laws.

13. The licensee shall pay all taxes and charges levied by the appropriate authorities at the applicable rates, if assessed during the currency of this license.
14. The licensed premise does not include the verandahs (if any) in front of the Cafeteria premises. The verandah is passage for Students, Faculty, Staff and other persons and must on no account be used for any purposes, even for exhibiting articles for sale. The verandah must be absolutely left unoccupied.
15. The licensee will note that nothing contained herein will be construed to create a tenancy in favour of allottee of the building and their rights are only as a Licensee and on determination of the license, the Licensor has the right to enter upon, retake and absolutely retain possession of the buildings. Failure to give vacant possession of the Building, in termination of licensee shall empower the Licensor authorities to break open the building allotted to the licensee and deal with materials and personal effects as prescribed hereunder.
16. It may also be noted that anything contained herein and in the agreement entered into with the license, the Licensor administration has every right to revoke the license at any time in a summary manner and expel the license without assigning any reason whatsoever.
17. The licensee shall at all times use the said premises for the purpose for which it is granted and for no other purpose. The sale of intoxicated articles such as liquor, opium and other prohibited articles such as tobacco products beverages including any hazardous materials are strictly prohibited.
18. The license shall with reference to the said premises bear all charges for electricity as and when provided or installed at such rates as may be fixed by the Licensor from time to time. And also licensee shall pay profession tax, if any imposed or leviable on his trade by the State or local Authorities. All bills for electricity, water supply shall be payable within a week from the date of presentation of the bills, failing which the supply be cut off without notice and without prejudice to Licensor's right to terminate the agreement.



19. In the event of any default by the licensee in payment of the dues of the Licensor whether for licensee fee or conservancy charges or electrical charges or any other charges, the Licensor will have the right to make good the amount due from the said security deposit to the extent available until such time as the licensee shall have made good the default in payment and the licensee shall thereupon restore the security deposit to the full amount herein abovementioned within a week from the date of notice.
20. The premises licensed shall always be kept by the licensee at his own cost and expense, suitably furnished and maintained in neat, sanitary and hygienic conditions to the satisfactions of the Licensor and whenever called upon by the Licensor, the licensee and workers on the licensed premises shall submit for medical examination and also to inoculation and vaccination. And the Medical Officer or any other person authorized by the Licensor shall have the right to inspect all the responsible items.
21. The Engineers in charge of Construction & Maintenance Section, Assistant Engineer (AE) their subordinates or other authorized representatives of the licensor shall at all times have free access to every part of the premises allotted to the licensee for the purpose of inspection and also to carry out the necessary repair and other annual maintenance works.
22. The licensee shall not carry out any additions/ modifications to the said premises or electric or sanitary installations in the said premises. In case any additions or alternations are required to be made in respect of number of lights, fans plug points etc., prior sanction of the Licensor will have to be obtained. The licensee will be required to pay for charges to this effect at the time of vacations.
23. The licensee shall make good any damages caused to the said premises. The decision of the Director, Thapar University, Patiala on the question whether any damages is caused to the said premises and what amount of compensation would make good such damage shall be final and binding on the licensee and such amount of compensation as the Director, Thapar University, Patiala may decide shall be recoverable from security deposit furnished and in case of insufficiency, by suitable legal action against the licensee.

24. The licensee shall forthwith remove any of his employee or himself or associate from the site, whose living at the aforesaid premises is considered by the Licensor undesirable for medical or any other reasons, which the Licensor will not be obliged or forced to disclose. The order of the Director, Thapar University, Patiala Licensor shall be final and binding.
25. The licensee will not at any time cause or permit any nuisance on the said premises or do anything which will cause unnecessary disturbance to the residents of the campus of the Licensor.
26. The licensee shall not be allowed to stock highly inflammable substances except under special license and as permitted by the law of the purpose of sale within the shop and if any accident takes place to the building by non-observance of this clause, the licensee shall be held to be responsible for such losses or damages.
27. The licensee shall at all times carry on the business allowed to him in workman like manner and obey instruction of the Licensor to the entire satisfaction of the Officer authorized by the Licensor in this behalf.
28. The licensee shall not close his business or otherwise suspend the same, other than the weekly shut down without the prior permission of the Licensor. In the event of the licensee closing his business for seven days or more without prior permission, the licensee may be revoked without any further notice and the security deposit forfeited in whole or in part of the discretion of the Licensor.
29. The licensee shall charge reasonable rates duly approved by the Licensor in respect of services rendered/ and or goods or articles supplied and in no case the prices should exceed the prevailing prices of comparable goods or articles or services in Thapar University Campus area. (The Licensor has right to fix the rates for the eatable sold in the canteens/bakeries etc.).The Licensor or any officer authorized by him will have the right to check the reasonable of rates, and any instructions given in this regard by the Licensor shall be complied by licensee. The approved rates shall be displayed in a conspicuous place on the said premises.

30. The licensee should maintain complaints and suggestions book, which shall be made available to the customers on demand and shall also allow for inspection at anytime by the authorized representative of the Licensor.
31. Breach or non-observance of the terms and conditions of the licensee or his workman shall attract penalty as may be decided by the Licensor. In the event of continued, will full or gross breach or non observance of the licensee or its conditions, the Licensor may summarily and without notice or compensation at any time and without prejudice to any other rights or remedies to which the Licensor may be entitled under this agreement by law cancel the license and forfeit the security amount.
32. Any notice required to be served by the Licensor upon the licensee shall be deemed to be sufficiently served if signed by the officer authorized by the Licensor and delivered, left or sent by registered post addressed to the license at his last known place or business of at the said premises. Any notice to be served by the licensee upon the Licensor shall be sufficiently given by him and delivered, left or sent by registered post addressed to the Licensor.
33. The contract entered shall be terminable by either party giving one month notice in writing to the other without assigning any reason at any time and the licensee binds himself to remove all his properties or articles etc. from the said premises and shall, before handing over the vacant premises to the Licensor conduct repairs to all damages within the period of the said notice. In default, the Licensor shall entitled to enter into and take possession of the said premises and to lock up the same or remove the furniture or other articles that may be lying there and to dispose of the same by sale or otherwise without being liable for any damage, and all expenses incurred in connection there of shall be deducted by the Licensor from the sale proceeds or the amount of the security money herein before mentioned.
34. The licensee shall on revocation of the license handover possession of the said premises to the Licensor in good conditions and with all the fixture and fittings. In the event the license fails to handover the vacant and peaceful possession of the premises forthwith, the licensee shall be liable to pay the liquidated damage @

of Rs. 10,000/- (Rupees ten thousand only) for each day of default in handing over the premises. This shall be in addition to any other remedy that the Licensor may have against the licensee under this agreement or under the laws of the land.

35. In the event of any question or dispute arising or in connection with or relating to this Leave & License agreement the decision of the Licensor shall be final and binding on the parties and if the parties are not able to settle the same through the Director of the Licensor within a period of 30 days from raising of dispute then the same will be referred to a sole and mutually acceptable arbitrator. The arbitration proceedings shall be conducted in terms of the provision of the Indian Arbitration and conciliation Act, 1996 or any statutory enactment thereof. The language of arbitration shall be English. The award of the Arbitral panel shall be final and binding upon both of us. The venue of the arbitration shall be at Thapar University, Patiala (Punjab).
36. This agreement shall be governed and construed by the laws of India. The courts of Patiala (Punjab) alone to the exclusion of all other courts, shall have the exclusive jurisdiction over this Agreement.
37. The License undertakes to indemnify and keep the Licensor and its employees, Directors, agents, representatives etc. indemnified, against all claims, demands, litigations, and damages. Penalties costs or expenses of any kind whatsoever (including reasonable attorney's fees) and awards, decrees, judgments, order which may arise against or be incurred by the Licensor, its employees, Director's agents, representatives etc.in connection with this License agreement (including third liability) or otherwise arising from any of the act, commission, misrepresentation or omission, of the Licensee whether willful or not.
38. The licensee shall bear the cost of the stamp duty and execution of this agreement.
39. The licensee shall employ the workmen only after due verification of the character/antecedents by the police authorities of the area, At no point of time whether during the currency of this license or any time thereafter the employees or workmen engaged by

the licensee shall be considered as the employees of the Licensor for whatsoever purpose.

40. The licensee shall be submit the photo and other related addresses document of their employee for temporary identity card. No other person will be allowed to enter the Thapar University, Patiala campus.
41. Sale and consumption tobacco products and alcoholic beverages are banned on the Campus. The license is liable for penalties including termination of the contract for violation of this condition.
42. No child Labour will be permitted in premises under any circumstances.
43. Equipment as mentioned in Annexure A is being handed over to the licensee in perfect working condition.
44. The licensee will be responsible for all types of repair & maintenance (major or minor) of the said equipment and the equipment will be handed back to the licensor in perfect working condition.
45. The licensee will ensure that the garbage is segregated in bio-degradable and non bio-degradable categories.
46. The garbage will be disposed off by the licensee in accordance with rule framed form time to time.

I/We am/are accepting the above terms and conditions.

Signature

**UNDERTAKING BY THE APPLICANT**

I \_\_\_\_\_  
\_\_\_\_\_ S/o \_\_\_\_\_  
\_\_\_\_\_ applicant \_\_\_\_\_ for  
\_\_\_\_\_  
\_\_\_\_\_ in the Campus of Thapar  
University, Patiala will abide by the **Terms and Conditions** in case of allotment.

Signature:

Date: Contact No:

Address :