

### On site Auction Notice

**Subject: On site Auction Notice of Fruit orchard of 100-acre land at different locations in the Campus of Central University of Punjab, village Ghudda, Bathinda (Punjab).**

It is informed that Central University of Punjab has created Kinnow Orchard in four different locations with the size of 02 acres, 5 acres, 15 acres, 28 acres and fruit orchard in 50 acres (under development). The University has decided to outsourced the various orchards under a scheme that the farmer will take care of all the orchards by deploying his own labour and will be allowed to use free space between Kinnow/Fruit plants for intercropping farming.

The University is interested in auctioning of Fruit orchard at different locations in the Campus of Central University of Punjab, village Ghudda. The details of orchards to be auctioned is as under:

S. No.	Location of Orchards on rental basis	Area in Acres	Minimum Base rent per acre per year (in Rs.)
1.	Near Transit Building	02	15,000/-
2.	Near porta cabin commercial complex	05	
3.	Near Animal House	15	
4.	Near Hostel & water Centre	28	
5.	Backside of Hostel to Botanical Garden	50	

The interested firms are invited for onsite auction of above orchard on rent basis in the University premises for 03 (Three) years as per terms and conditions laid down by the Central University of Punjab attached at **Annexure – A**.

Documents to be submitted by the interested bidders at onsite auction:

- i) PAN Card
- ii) Aadhar Card
- iii) EMD – Rs. 1,00,000/- deposited online the account of Central university of Punjab **or** in the shape of demand draft in the favour of Registrar, Central University of Punjab. If bidder fails to furnish DD/online payment deposit receipt of this amount at the onsite auction, then the bidder will not be allowed to be participate in onsite auction. No cash/Cheque will be entertained.

- iv) Security Deposit @ 5 % i.e. Rs. 1,70,000/- have to be deposited by the successful bidder. The Earnest Money of successful bidder will be converted as Security Deposit and the balance amount to be deposited by the bidder within 15 days after the issuance of LOI. The security deposit will be returned after the completion of contract period plus 30 days. No interest will be given on security deposit.
- v) The farmer should have maintained the fruit orchard from at least five years of experience. The proof of Girdawari or any govt. document be produced for minimum 15 acre land on the name of auctioneer or his dependent.
- vi) The farmer if nominates someone on his behalf for the participation in the onsite auction, then the valid authorization letter by the owner of the land.

University has the right to cancel the auction at any time without giving any reason.

**Registrar**  
**Central University of Punjab**

**General terms & Condition of Shops**

1. That the period of lease shall be for 03 years (subject to satisfactory services). The lease period commencing from \_\_\_\_\_ to \_\_\_\_\_ on a yearly rent of Rs. \_\_\_\_\_/- per acre per year. The yearly rent to be given in two instalments, first instalment to be given within 15 days of Letter of Intent and second installment after 06 (Six) months and similarly thereafter. In case of delay, the lessee will have to pay compound interest @ 18% per annum to the lessor.
2. That the above mentioned period from \_\_\_\_\_ to \_\_\_\_\_ is only in respect of the agreed as per clause 1 of the terms & conditions and does not vest any other right in the lessee.
3. The lessee shall maintain the orchard by deploying his manpower, instrument & fertilizers at his own cost. The University will not entertain any claim to maintain the existing orchard.
4. The University will hand over the area to the H1 bidder and will count the total no. of plants planted in various orchards. The Committee constituted by the University will monthly visit the orchards and will count the no. of plants in case any plant is found damage due to any reason, the penalty of Rs. 5,000/- per plant be imposed.
5. The University will provide free of cost canal water for the orchard only for three nights in a week i.e. from 9PM to 6PM. If the supply of water is not available in the canal, then the lessee will arrange the water at his own cost.
6. The farmer should use the free space between the plants (5 feet away from kinnow plant from all sides) for intercropping with wheat/gram/pulses. The income from the intercropping will be of the farmer and University will not raise any claim for income from intercropping. However, the fruit from the orchard will be the sole property of the University and the farmer will not have any claim on it.
7. The existing plants planted in the orchards should be maintained in the way of pruning, fertilizing, composing by vermi compost, watering, use of tractor & other associated instruments etc. during the contract period by the lessee at his own cost.
8. The lessee or the lessor may vacate the orchard after giving the notice period of minimum six months.
9. That the lessee shall abide by all the rules and regulations of Punjab (Development and Regulation) Act. 1952 along with the rules framed thereunder and abide by the rules and regulation

framed by the University from time to time. Future, this lease is subject to the Public Premises (Eviction of Un-Authorized Occupant) Act. 1971.

10. That the lessee shall not cause any damage to the premises and will hand-over the premises in the same condition as it has been leased to him and it shall be the responsibility of the lessee to keep the premises in good condition.

11. That the lessee shall not make any additional or alteration of any type or otherwise in premises without obtaining prior written consent of the lessor. In case the addition or alteration is permitted by the lessor, the same shall be carried out by the lessee at his own cost and he will not be allowed to remove them at the termination of the lease.

12. That the lessee shall not sub-let or part with the premises or part thereof in any form whatsoever (even in the form of partnership) to anyone.

13. That tenure of this lease shall be for an initial term of Three (03) years commencing from \_\_\_\_\_ to \_\_\_\_\_ both days inclusive, subject to any extension. The process of finalizing the lease Rent shall commence six (6) months prior to the completion of initial Term. Lessor and lessee shall arrive at a mutual consensus with reference to the lease Rent and the other terms within sixty (60) days prior to the expiry of the initial Term. In the event the Parties are unable to arrive at a mutual consensus, at least 60 days before expiry of the lease Term, Lessor will have right to refuse renewal of lease and allot the space to some other occupant on expiry of lease term.

14. 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 on 100/- rupees e-stamp paper.

15. That the lessor or his nominees shall have access to the premises at all reasonable time to inspect and see for himself that the agreed conditions are strictly adhered to by the lessee. The lessee should submit the police verification of his/ her workers and other document as proof to the Registrar Office.

16. That the lessee shall neither object nor obstruct the entry of the lessor on the leased for inspection maintenance and taking over of the premises on the termination of the lease under any of the clauses of this deed.

17. That the lessee shall dispose of the garbage/used, empty plastics, bottles, wrappers etc at its own cost from the premises of the University.

18. That the lessee shall not indulge in such activity which will cause nuisance to other or which is considered by the University as not congenial to the Campus atmosphere.
19. That in case lessee commits breach of any of the above terms and conditions of the lease, it will stand terminated forthwith and the lessee will not be entitled to the convenience of any notice of termination and the security amount will be forfeited.
- 20.
- a) The lessee shall not employ any child labour (s) in contravention of child labor (Prohibition and regulation) ACT,1986.
- b) The lessee will be fully responsible for labour Laws & Establishment legislation including minimum wages, ESI, P.F. & Workmen Compensation etc.
- c) Bidi, Cigarette and Pan Masala etc. 'NO SMOKING', shall be prohibited inside the premises.
21. The lease-deed/agreement shall be terminable at the option of either of the parties and the party terminating the lease-deed/ agreement shall be required to give 180 days advance notice to this effect in writing.
22. The Competent Authority may modify, impose or relax any clause in the terms and conditions.
23. 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 of India and the CUPB from time to time which are in the overall larger interest of the University (Lessor).
24. That the lease-deed will be automatically terminated on the expiry of period and lessee will hand over the vacant possession of the premises as per Section 108(B) (q) & 111(a) of Transfer of Property Act.
25. The Lessee Shall be bound by agreed terms & Conditions mentioned in onsite auction notice.
26. The possession to successful bidder will handed over only when all the statutory compliance done by the lessee.
27. The lessee shall appoint experienced staff for the conduct of business and for all misconducts on the part of lessee or his representative /employee etc. if any compensation/penalty is awarded by any authority/Govt./court, the lessee himself will be

responsible. University shall have no connection with the staff or any person attached to the business of lessee and any breach or default on the part of lessee towards its staff or any other person on account of this lease shall be the sole responsibility of the lessee.

28. Loss to life or property or belongings of lessee or his staff or anyone person concerned to his business at the premises of University or during conveyance to and from University shall not be the responsibility of the University and any claim whatsoever shall be entertained by the lessee to this effect.

29. Lessee shall give in advance names and other details (or proofs as required) of the concerned persons who shall visit University in connection of his business and any unauthorized person shall not be allowed to enter University campus.

30. These terms and conditions are only illustrative and not exhaustive, if any more condition needs to be incorporated in the interest of the University, the University will be at liberty to do so and these will be acceptable to the lessee.

31. The lessee shall not install any such advertisement material which shall be inappropriate or may cause nuisance in any manner.

32. In case the lessee suffers any loss on account of it being restrained by University for indulging in illegal activities or any contravention of any law, the lessee shall not be entitled to any compensation whatsoever.

33. The lessee or his staff or any person(s) concerned to lessee shall not make any claim or right for employment in University.

34. The lease can be renewed on mutual terms and conditions. In the event of expiry or termination of lease, the lessee shall vacate the orchards within 10 days of such expiry or termination and provide possession to the University. Any material whatsoever remaining thereafter can be forfeited by the University.

35. The bidders shall acquaint themselves with the site, its levels, water channels available in the campus before coming for the onsite auction.

36. **SETTLEMENT OF DISPUTES & ARBITRATION**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract or

these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- a. If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the Engineer-in-Charge, CUPB on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Registrar, CUPB in writing for written instruction or decision. Thereupon, Registrar, CUPB shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

If the Registrar, CUPB fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Registrar, CUPB, the Contractor may, within 15 days of the receipt of the decision, appeal to the Vice Chancellor, CUPB who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Vice Chancellor, CUPB shall give his decision within 30 days of receipt of Contractor's appeal.

- b. If the Vice Chancellor, CUPB fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of the Vice Chancellor, CUPB then either party may within a period of 30 days from receipt of the decision give notice to the Registrar CUPB for appointment of arbitrator, failing which the said decision shall be final binding. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.
- c. Except where the decision has become final, binding and conclusive in terms of Sub Para above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Vice Chancellor, CUPB. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Vice Chancellor, CUPB of the appeal. It is also a term of this contract that no person, other than a person appointed by Vice Chancellor, CUPB as aforesaid, should act as arbitrator and if for any reason that is not possible; the matter shall not be referred to arbitration at all. It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 6 months of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and

absolutely barred and the CUPB shall be discharged and released of all liabilities under the contract in respect of these claims.

- d. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) /Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1, 00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. However, no interest shall be payable on the awarded amount.
- e. All legal proceedings in connection with this Contract shall be subject to the territorial jurisdiction of the Civil Courts, at Bathinda only.

**Sd/-**

**Registrar  
Central University of Punjab**