

## Tender Notice

(For allotment/ licensing of shops in PEC University of Technology Sec-12, Chandigarh)

Memo No. PEC/EO/

Dated:

Sealed tenders are invited from the interested parties for allotment/ licensing of the following shops in PEC Shopping Complex, Sector-12, Chandigarh

<b>Shop No.</b>	<b>Trade</b>
113	No reserve trade, but preference will be given for <b>Cobbler</b> trade
233	No reserve trade, but preference will be given for <b>Tailor</b> trade

**Note: The EMD and area of each shop is Rs. 10,000/- and 15' x 7' 6" respectively.**

The offer must reach PEC on or before 20.01.2017 upto 3:00 p.m.

The offer will be opened on 20.01.2017 at 3:30 p.m.

The complete tender document can be obtained against payment of Rs.500/- from the PEC cashier on any working day between 11:00 a.m. to 4:00 p.m. or can be downloaded from the institute website [www.pec.ac.in](http://www.pec.ac.in) and tender cost can be paid through Demand Draft drawn in favor of Director PEC, Chandigarh payable at Chandigarh.

Estate Officer  
PEC University of Technology  
Chandigarh

**Tender for allotment/ licensing of shops in PEC Shopping Complex**

**Important Instructions/ Guidelines for the bidders**

1. The bidder should not have a shop in PEC Shopping Complex at the time of submitting his bid against this tender because no bidder would be allowed to simultaneously have more than one shop in PEC Shopping Complex.
2. The shops are being allotted/ licensed on 'as is where is' basis.
3. Technical Bid comprises of Tender Notice, Important Instructions/ Guidelines for the bidders (Annexure-I), Terms and Conditions (Annexure-II), Affidavit regarding non-black listing (Annexure-III), Forwarding Letter (Annexure-IV) and self-attested copy of cash receipt of the tender document issued by PEC/ Demand Draft towards payment in respect of tender document and self-attested copies of the Residence Proof and PAN card.
4. Price Bid performa is at Annexure-V.
5. The earnest money deposit and technical bid should be submitted together in Envelope No.1 and the price bid should be submitted in a separate Envelope No.2. Both the envelopes should be properly sealed and marked and put in an outer sealed envelope super scribed as 'Tender Document for Shop No. \_\_\_\_\_, PEC Shopping Complex' as indicated below:
  - (a) Envelope No.1
    - (i) Earnest Money Deposit (EMD) of Rs.10,000/- in the shape of Demand Draft from any scheduled bank drawn in favor of Director PEC, Chandigarh, payable at Chandigarh  
and
    - (ii) Technical Bid comprising of Tender Notice, Important Instructions/ Guidelines for the bidders (Annexure-I), Terms and Conditions (Annexure-II), Affidavit regarding non-black listing (Annexure-III), Forwarding Letter (Annexure-IV) and self-attested copy cash receipt of the tender document issued by PEC/ Demand Draft towards payment in respect of tender document and self-attested copies of the Residence Proof and PAN card. Each page of the Technical Bid and enclosures thereof should be signed by the bidder.
  - (b) Envelope No.2: Price Bid (Annexure-V) duly filled.
6. Unsealed tenders will not be accepted.
7. Tender form is not transferrable.
8. The tender shall be opened on the notified date and time. The price bid shall be opened only of those bidders who qualify in the technical bid criteria and also their EMD is found in the requisite form.

9. The earnest money would be accepted only in the form of a demand draft from any scheduled bank in favour of Director, PEC University of Technology, Chandigarh payable at Chandigarh. Tenders without EMD will not be accepted.
10. Earnest money deposited with PEC in connection with any other tender will not be considered/ adjusted against this tender.
11. EMD of unsuccessful bidder will be refunded after the allotment of the shop in subject.
12. The bidder shall keep his offer valid for acceptance for a period of 90 days from the date of opening of the bid.
13. Each page of the Technical Bid including all enclosures thereof and also of the Price Bid including all enclosures thereof should be signed by the bidder.
14. Conditional offer shall not be accepted.
15. In the event of the date of opening of tender being declared a holiday in PEC, the tender will be opened on the next working day at the same time.
16. The tender shall be opened in the presence of intending bidders or their authorized representatives if they wish to be present at that time.
17. Any attempt direct or indirect to cast influence, negotiation on the part of the bidder with the officials/ authorities to whom he/ she will submit the tender or the tender accepting official/ authority before the finalization of the bids will render the bidder liable for exclusion from consideration.
18. The competent authority reserves all rights to reject any or all the bids without assigning any reason.
19. The bidder(s) applying for a shop for the trade mentioned therein should be duly competent to undertake such a trade under relevant provisions of law. In case the bidder is found ineligible under any provision of law his/ her allotment/ license is liable to be cancelled/ terminated as per terms of the allotment/ license and in that case his/ her EMD shall be forfeited.

**Terms and Conditions for Allotment of shops in PEC Shopping Complex****A. Terms**

- (a) 'Allotment/ License' means: The document/ letter containing terms and conditions for running of the said shop in the shopping complex of PEC and carrying out the said activity.
- (b) 'Licensor' means: Director PEC or his nominee.
- (c) 'Allottee/ Licensee' means: The person, firm or company to whom the allotment is being made/ license is being granted for running of the said business activity in the said shop in PEC.
- (d) 'Normal License Fee means: Monthly sum of money payable by the Allottee/ Licensee in accordance with the conditions of the Allotment/ License for running the said shop for carrying out the above mentioned business activity during the period of Allotment/ License.
- (e) 'Shop/ Premises' means: The place/ room or building which may be earmarked and handed over to the Allottee/ Licensee for carrying out the above mentioned business activity.

**B. Conditions****1. License fee and increase thereof/ Payment terms**

- (a) The normal license fee @ Rs. \_\_\_\_\_ per month shall be levied from the Allottee/ Licensee. This excludes electricity and water charges, taxes and others levies, if any.
- (b) The License Fee shall be increased by 10 % on completion of each year. The increase shall be worked out on the License Fee last payable.
- (c) The Allottee/ Licensee shall pay (in advance) monthly License Fee plus Taxes as applicable in form of a Demand Draft/ Bankers Cheque in favour of Director PEC in PEC Estate Office on or before 10<sup>th</sup> day of every month for the following month, failing which a penalty @ Rs.100/- per day shall be imposed. The penalty may be deposited with the institute cashier and a copy of the receipt is to be deposited along with the late submission of the draft.

**2. Period of Allotment/ License**

The allotment would be made for a period of 5 years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. It is further stated that on payment of all dues including license fee, the allotment can be further extended for another term of 5 years on mutually agreed terms & conditions subject to satisfactory service, conduct and behavior on the part of the allottee. However, in such a case, one month before the expiry of the previous term the Allottee/ Licensee will have to make a formal request for extension of the allotment/ license beyond the previous term along with an undertaking to the effect that he is ready to work during the extended term failing which the allotment/ license shall stand terminated as per terms and conditions of the allotment/ license and eviction proceedings against the allottee for eviction of shop under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 shall be initiated. It is further stated that it may not be binding on the part of Director PEC to extend the period of allotment/ license.

**3. Pledged FDR as security**

In addition to the above, the Allottee/ Licensee will give within 15 days of taking over the possession, a Fixed Deposit (FDR) with cumulative interest clause, pledged in favor

of Director, PEC University of Technology issued by any local nationalized bank, of an amount equal to 3 months license fee plus applicable taxes/ levies if any (rounded to the nearest one thousand), as security, which shall remain valid till one month after the expiry of allotment/ license or delivery of the vacant possession of the premises whichever is later. Non submission of Pledged FDR within 15 days of taking over the possession shall be attracting penalty of Rs.500/- per day and if the delay is more than 15 days the allotment/ license is liable to be cancelled. And in that case Earnest Money Deposit (EMD) or the existing security, as the case may be, will be forfeited.

The EMD or the existing security, as the case may be, of the allottee/ licensee will be refunded only after submission of the pledged FDR and in case of non-submission of the same the EMD will be kept as security till submission of the pledged FDR and may be adjusted against dues, if any.

In the event of breach or non-observance of any of the terms and conditions of this allotment/ license, the Director may forfeit the pledged FDR in full by encashing the same.

**4. Possession**

The Allottee/ Licensee shall take the possession of the shop within 15 days from the date of issue of allotment/ grant of license after submission of security and other documents but the license fee shall be charged from the date of possession. Failure to occupy the shop within the stipulated time of 15 days, as above, and further to make the shop fully operational within the next 15 days may result in forfeiture of security and cancellation of the allotment/ license.

**5. Payment of Taxes**

The Allottee/ Licensee shall be liable to pay all such fees or taxes as may be levied by the Chandigarh Administration/ Govt. of India or any other authority in respect of the premises, as per law of land from time to time. The Allottee/ Licensee would be required to deposit **Service Tax**, as per prevailing rates along with the monthly agreed license fee.

**6. Payment of electricity, water and telephone charges**

If desired, the Allottee/ Licensee shall get an electricity, water and telephone connection for the shop in his own name. Further, the Allottee/ Licensee shall regularly pay his electricity, water and telephone bills to the concerned authorities well in time. The Allottee/ Licensee shall also pay arrears, if any, before vacating the said shop on the cancellation/ termination of allotment/ license or resumption of the shop. It shall be lawful for the Licensor to order adjustment of arrears, of any dues outstanding against the Allottee/ Licensee, from the amount of the security as reported by the concerned authority.

**7. Alteration/ amalgamation/ encroachment/ defacement of building**

The Allottee/ Licensee shall not make any addition or alteration/ defacement of any sort, in any part of the said building, without the prior permission in writing of the Director PEC University of Technology, Chandigarh. The Allottee/ Licensee is not entitled to sub-divide the shop or to amalgamate it with any other shop. The Allottee/ Licensee shall not directly or indirectly sublet the shop to any other person/ firm in any manner. The area in front of the said building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage.

The Allottee/ Licensee will not keep any display counter/ equipment/ chairs/ tables etc., in the 'Veranda' or open space in front of or around the shop failing which necessary action will be taken/ penalty may be imposed against the Allottee/ Licensee.

**8. Display of rates and working hours**

The Allottee/ Licensee shall, at his own cost, display rates of available items. He shall not charge in excess of the so displayed rates. The rates shall not be in excess of either the prevailing market rate or the MRP.

The days and hours during which the said business activity shall be carried out by the Allottee/ Licensee would be fixed by the Licensor from time to time and the Allottee/ Licensee shall be obliged to adhere to the same.

**9. Hygiene/ Sanitation in and around the shop**

The Allottee/ Licensee shall keep the premises in a clean and hygienic condition and shall pay for the cost of any damage thereto or to adjacent premises, caused by negligence or misuse of the premises. In case any area around the shop is found to be dirty and unhygienic, a fine of Rs. 500/- (rupees five hundred only) may be imposed on the allottee/ licensee for every such lapse on his part.

**10. Special conditions**

- (a) The shops will be allotted on 'as is where basis'. Maintenance of shops will be the sole responsibility of the Allottee/ Licensee. The Allottee/ Licensee will get whitewash/ paint done in the shop at his/ her own cost as and when required.
- (b) The legally prohibited items including cigarettes and other tobacco products, wine and other narcotics are not allowed to be sold in the shop. The Allottee/ Licensee shall also not permit anybody to consume these items in the shop. The specific cases beyond the control of the Allottee/ Licensee shall be immediately brought to the notice of the licensor or his nominee.
- (c) The Allottee/ Licensee shall not employ any child labor.
- (d) The Allottee/ Licensee will be fully responsible for implementation of Labour Laws/ shops & Establishment Legislation including minimum wages, ESI, EPF & Worker Compensation provisions, etc.
- (e) The Allottee/ Licensee would take at his own cost necessary fire and other type of insurance which may be required during operation of the shop in their own interest and to ensure safety and security of the public, self and the institute property. The Allottee/ Licensee agrees to indemnify the Director PEC against any loss or damage to the premises caused by any eventuality.
- (f) The Allottee/ Licensee, if applicable, would be required to take license from the competent authority under the prevention of Food Adulteration Act/ Section 31 of FSS (Licensing and Registration of Food Business) Regulations, 2011, by Food Safety and Standard Authority of India, rules within one month of taking over the possession and submit a copy of the same in the PEC Estate Office and display at appropriate place in the shop failing which the allotment/ license is liable to be cancelled.
- (g) Safety measures in the use of LPG:
  - (i) The Allottee/ Licensee will not keep/ install LPG cylinder inside the shop. If required, the Allottee/ Licensee, at his own cost, may fabricate a manifold outside the shop and the supply of the LPG should be through pipeline only.
  - (ii) The Allottee/ Licensee should use only commercial LPG cylinders.
  - (iii) The Allottee/ Licensee must keep adequate number of fire extinguishers in the shop (in consultation with PEC O/I Fire Fighting) within 15 days of

taking over possession to ensure safety and security of the public, self and institute property.

**11. Police Verification**

The Allottee/ Licensee will ensure that the police verification of all the persons deployed by him in the allotted premises have been got done.

**12. Delivery of vacant possession on expiry/ cancellation/ termination of Allotment/ License**

On expiry/ cancellation/ termination of the allotment/ license, the Allottee/ Licensee shall remove temporary structures and fixtures, if any, the licensor will have absolute power to take possession of the scheduled shop and the Allottee/ Licensee will lose its right/ claim on its left out items and deliver the vacant possession of the said building (in its original shape and form) to the Director PEC University of Technology, Chandigarh on the last day of expiry/ cancellation/ termination of allotment/ license. In the event of default, the shop will be brought to its original shape and form by the licensor and expenditure incurred thereon would be recovered from the Allottee/ Licensee from the security.

**13. Failure to vacate the shop on expiry/ cancellation/ termination of allotment/ license**

If the Allottee/ Licensee fails to vacate the shop on the expiry/ cancellation/ termination of allotment/ license, the licensor shall charge monthly license Fee @ 10 times the normal license fee up to 15 days, 20 times up to next 15 days, 30 times up to the next 30 days and 50 times thereafter. Subsequently, eviction proceedings, under Public Premises (Eviction of Unauthorized Occupants) Act, 1971 will be initiated against the allottee/ licensee for getting the shop vacated. However, during the eviction proceedings, a license fee @ 50 times the normal license fee shall be charged till the shop is legally got vacated.

**14. Compensation on account of closure**

The Allottee/ Licensee shall not be entitled to any compensation on account of the closures of the shop for any period if the same becomes necessary on account of demolition of the whole or part thereof in connection with its repair and maintenance. However, the Allottee/ Licensee shall not be liable to pay License Fee for the period for which the shop is closed for the above purpose. The shop will be restored to the Allottee/ Licensee immediately after the necessary repairs have been completed.

**15. Inspection of the shop**

The Licensor or his nominee, may at all reasonable times and in a reasonable manner, after reasonable notice in writing enter into and upon any part of the said building for the purpose of ascertaining that the Allottee/ Licensee is duly observing the conditions of this Allotment/ License.

**16. Violation of Discipline/ Conduct**

The Allottee/ Licensee is liable to pay a penalty @ Rs.5000/- or as decided by the committee constituted by the Licensor in case:

- (a) The Allottee/ Licensee or his employees are found selling the substandard material or misbehaving with the customers including faculty, students and staff of PEC.
- (b) The service rendered by the Allottee/ Licensee is found to be unsatisfactory or there is breach of any of the terms and conditions of the Allotment/ License or the Allottee/ Licensee is found to have engaged in any obnoxious trade.

Note: The above mentioned penalty can be increased from three to five times in case of repeated irregularities in this regard.

**17. Cancellation/ Termination of Allotment/ License**

The allotment/ license may be cancelled/ terminated by the Licensor or surrendered by the Allottee/ Licensee as the case may be, in the event of any of the following contingencies:

- (a) On the expiry of the allotment/ license period; Or
- (b) By giving one month's notice in writing in advance in case the service rendered by the Allottee/ Licensee is found to be unsatisfactory or there is breach of any of the terms and conditions of the Allotment/ License or the Allottee/ Licensee is found to have engaged in any obnoxious trade/ activity; Or
- (c) The Allottee/ Licensee is declared insolvent by a Court of Law. However, the Allottee/ Licensee shall in that case be given two months' notice for vacating the shop subject to the condition that during this period, the Allottee/ Licensee shall keep on discharging his duties as before; Or
- (d) A continuous report of misbehavior or otherwise selling of substandard material by the Allottee/ Licensee or his employees will render his allotment/ license liable to cancelled and he may also be blacklisted on this account; Or
- (e) In case the Allottee/ Licensee does not wish to carry on the business for which the allotment has been/ license has been granted or is found to be carrying on a trade/ business activity which is beyond the scope of his allotment/ license. However, three months' notice for this purpose is required to be given by the Licensor or the Allottee/ Licensee as the case may be; Or
- (f) Non-compliance of any of the terms and conditions of the Allotment/ License;

**18. Transfer of Liabilities**

The liabilities of the Allottee/ Licensee, in the event of his death/ infirmity or for any other reason or circumstances, shall be borne by the following on the same terms and conditions as being borne by the Allottee/ Licensee:

- (a) Legal heirs in case of sole proprietor. In case of dispute, the Licensor may ask for the succession certificate issued by the competent Court of law.
- (b) The next partners in the case of company/ firm.

Provided that the Licensor reserves the right to settle the matter according to the merits of the case.

**19. Arbitration**

In the event of any dispute or differences arising out of or in any way touching or concerning this Allotment/ License, the matter whatsoever shall be referred to the sole Arbitrator i.e. Director, PEC University of Technology, Chandigarh whose decision shall be final and binding on both the parties. The venue of arbitration shall be Chandigarh.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules framed thereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

**20. Jurisdiction**

For the purpose of this Allotment/ License, the Estate Officer, U.T., Chandigarh only shall have the jurisdiction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.



**21. Blacklisting**

The Director shall be the competent authority to black-list the Allottee/ Licensee. Ordinarily the black-listing may be done for a period not exceeding five years for the reasons as mentioned in clause 17 (d) and in all other cases of failure or default in the service being provided or breach of terms and conditions of the allotment/ license. However, before an order to the effect of black-listing is passed an opportunity of being heard in person shall be afforded to the Allottee/ Licensee. Further, the competent authority may also black list an Allottee/ Licensee for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts is given below:

- (a) Dishonest/ fraudulent practices indulged in by the party concerned.
- (b) Basing his claims in the matter related to allotment/ license or running of his business activity on forged documents.
- (c) Material concealment/ suppression of facts or gross misrepresentation of facts.
- (d) Conviction for an offence involving corruption or any other serious act or conduct, etc.
- (e) Any other case or situation involving National Security.
- (f) Sale or supply of prohibited drugs, spurious or adulterated food stuff or any such item involving public health and safety.

Estate Officer,  
For Director  
PEC University of Technology  
Chandigarh

**Annexure-III**

**Affidavit for non-blacklisting and competency to be submitted in Envelope No.2**

I/ We \_\_\_\_\_ / Partner/ Sole Proprietor of the firm \_\_\_\_\_ do solemnly affirm and declare as hereunder:

1. That the individual/ firm/ company is not black listed/ prosecuted nor any criminal case is registered/ pending in India by any Central/ State Governments/ Union Territories/ Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions or by any court of law and any partner or share holder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/ our firm.
2. That at present I/ We do not have any shop allotted to us or being operated by us in PEC shopping complex.
3. That I have gone through the tender document for allotment/ licensing of shops in PEC University of Technology, Chandigarh. The terms and conditions of allotment/ license with regard to the allotment/ licensing of shops and other instructions as mentioned in the tender document are acceptable to me/ us. I/ We will abide by all the terms and conditions of allotment/ license.

Place:

Dated:

Deponent

**Verification**

Verified that the contents of the above affidavit are true and correct to the best of my/ our knowledge and belief. No part of it is false and nothing has been concealed therein.

Place:

Dated:

Deponent

**Note:** The above affidavit is to be furnished on a non-judicial stamp paper of Rs.15/- duly attested by the Executive Magistrate.

(Letter be submitted in the Envelope No.1 along with the Technical Bid)

From

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To

The Director,  
PEC University of Technology  
Sector-12, Chandigarh

**Subject: Tender for allotment/ licensing of Shop No. \_\_\_\_\_ in PEC University of Technology, Chandigarh.**

Respected Sir,

This is in reference to your advertisement for allotment/ licensing of Shop No. \_\_\_\_\_ in PEC University of Technology, Chandigarh. We enclose herewith our Technical Bid, duly filled.

It is certified that all documents/ pages of the Technical Bid and all enclosures thereof and of the Price Bid and all enclosures thereof have been signed. The EMD, in the form of Demand Draft/ FDR drawn in favor of Director PEC, Chandigarh along with the Technical Bid has been put in one sealed Envelope No.1 and the Price Bid has been put in the second sealed Envelope No.2. Further, both the sealed Envelopes No.1 and 2 are being put in a big sealed Envelope. The terms and conditions of allotment/ license and other instructions mentioned in the tender document are acceptable to me/ us.

Enclosures:

1. Annexure-I
2. Annexure-II
3. Annexure-III
4. Self-attested copy of cash receipt of tender document issued by PEC/ DD in favor of Director PEC.

Thanking You.

Yours faithfully,

\_\_\_\_\_  
Signature of the authorized signatory with seal of the firm

**Annexure-V**  
(To be submitted in Envelope No.2)

Price bid for allotment/ licensing of Shop No. \_\_\_\_\_, Shopping Complex of PEC,  
University of Technology Sector-12, Chandigarh for the trade:  
\_\_\_\_\_.

S. No.	Item	Particulars
1	Name of the applicant/ organization:	
2	Address:	
3	Monthly license fee offered in figures:	Rs.
	In words:	Rupees

- a) Quoted rate is excluding the electricity, water charges, service tax and other levies if any, as applicable.
- b) I/ We have read all the terms and conditions of allotment/ license and other instructions/ guide-lines mentioned in the tender document.

Place:

Date:

\_\_\_\_\_  
Signatures of authorized signatory

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Check list for evaluation of technical bid for licensing of the Shop No. \_\_\_\_\_**

<b>S. No.</b>	<b>Item</b>	<b>Remarks</b>
1.	Whether all the envelopes (Outer Envelope, Envelope No. 1 and 2) are sealed?	Yes/ No
2.	Whether the EMD in the form of a demand draft from any commercial bank in favour of Director PEC has been received in Envelop No.1?	Yes/ No
3.	Whether each page of the technical bid pages _____ to _____ including enclosures thereof as well as cuttings and over-writings (in Envelop No.2) have been signed/ stamped by the bidder?	Yes/ No
4.	Whether the cash receipt of the tender document/ DD in favor of Director PEC has been enclosed with the technical bid in Envelope No.1?	Yes/ No
5.	Whether the affidavit (as per Annexure-III) on the non-judicial stamp paper (duly attested by the Executive Magistrate) regarding non-blacklisting/ non-prosecution of the bidder has been provided in Envelope No.1?	Yes/ No
6.	Whether the self-attested copies of Residence Proof and PAN card are attached?	Yes/ No
7.	Whether the price bid has been received in Envelope No.3?	Yes/ No