

**TENDER DOCUMENT/ TERMS AND CONDITIONS OF
SHOP ALLOTMENT TENDER**

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**SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY, LONGOWAL
DISTRICT SANGRUR-148106 (PUNJAB)
(Deemed to be University)**

**Tender Notice
Allotment of Shops / Restaurant / Booths**

Sealed tenders are invited for allotment of following shops in Sant Longowal Institute of Engg. & Tech. Longowal : Shop No. 4 (for Saloon) , **Shop No.12 (for Internet Cyber Café, Computer Printing and coffee shop)** , Shop no. 16 (Fast Food) , Shop no. 17 in Girls' Hostel (for Stitching & Ironing) , **Canteen near Boy's Hostel No.2 (for Internet Cyber Café, Computer Printing and Coffee shop)** , **Restaurant** , Booths in Student Activity Centre Complex- 03 ('Book binding/Photostat', 'Vegetable/Fruit/Juice etc.', 'Laundry' for a duration of **11 months** from **July, 2011** (extendable further based on satisfactory performance).

1.For further details/ terms and conditions/ tender documents please visit our website **www.sliet.ac.in**

2.The tenders will be received on **28.06.2011** from **9: 30 AM** up to **1:30 PM** and will be opened on same day at **3:00 PM**

3.The undersigned reserves the right to accept / reject any or all the tenders without assigning any reason thereof.

4.SLIET, Longowal is a Technical Institute funded by Govt. of India. It is spread over an area of 453 acres and is having 10 boys hostels, 3 girls hostels and about 500 residences for staff and faculty. The total residents of the campus are about 6000.

**Chairman
Shop Allotment Committee**

Detail of Shops / Restaurant / Booths

Particular of Shops/ Restaurant/ Booths		Carpet Area in Sq. Ft.	Minimum License Fee for 11 months	EMD 10% of the min. license fees	Security Amount to be deposited by successful bidder	W.E.F.
Main Shopping Complex						
Shop no.4	Saloon (Ladies & Gents)	246 sq. ft	Rs. 15,750/-	Rs. 1575/-	Rs. 2500/-	July, 2011
Restaurant in Main Shopping Complex		1720 Sq.Ft.	Rs.47,250/-	Rs. 4725/-	Rs. 5000/-	July, 2011
Mini- Shopping Complex – I (Near Transit Accommodation)						
Shop No. 12	Internet cyber café, computer printing and coffee shop	264 Sq. Ft.	Rs.25,200/-	Rs.2520/-	Rs.2500/-	July, 2011
Mini- Shopping Complex –II (Near Stadium)						
Shop No. 16.	Fast Food Shop	454 Sq. Ft	Rs.29,925/-	Rs.2993/-	Rs. 2500/-	July-11
Shops in Girl's Hostel (for female bidders only)						
Shop No. 17	Stitching and Ironing	119.32 sq. ft	Rs. 11025/-	Rs. 1103/-	Rs. 2500/-	July, 2011
Canteen near Boys Hostel no.2 for Internet cyber café , computer printing and coffee shop		402 Sq. Ft.	Rs.28,350/-	Rs.2835/-	Rs.2500/-	July, 2011
Booths in Student Activity Center Complex						
Booth no. 4	Book binding / Photostat purpose	67. 79 Sq. Ft.	Rs.6150/-	Rs.615/-	Rs.500/-	July, 2011
Booth no. 5	Vegetable/Fruit Juice etc.	67. 79 Sq. Ft.	Rs.6150/-	Rs.615/-	Rs.500/-	July, 2011
Booth no. 6	Laundry	67. 79 Sq. Ft.	Rs.6150/-	Rs.615/-	Rs.500/-	July, 2011

Note:

- Discount @ 50% on minimum licence fee is available for Shop No. 17 (Stitching & Tailoring) and Booth No. (4, 5 & 6 in Student Activity Centre). Discount @ 70% is available for Shop No. 4 (Saloon)
- For shop no. 12 & Canteen near Boys Hostel no.2 (both for the purpose of Internet cyber café / computer printing and coffee shop) and SLIET Restaurant, it is desirable to have companies which are having experience of minimum 2 years in the relevant field. The companies must have valid PAN number & Service Tax Number. For SLIET Restaurant, the allottee must have an inventory and staff to fulfill the requirement of 200 person at a time.
- Tenders are invited from companies / individuals. First preference will be given to such companies. Companies can be considered for a contract period of 3 years initially. In case of lack of participation of companies, individual will be considered for these shops 2.

The following documents have to be provided along with the tender document (in case of companies)

- (i) Registration Certificate, (ii) Profit/ Loss account of the last two years (iii) Experience Certificate

**SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY, LONGOWAL-148106, DISTT :
SANGRUR (PUNJAB), (ESTB. BY GOVT. OF INDIA)**

PROCEDURE

1. Tenders are hereby invited on behalf of the Director, SLIET, Longowal.
2. Contract documents, consisting of the carpet area in respect of the Shop/ Restaurant/ Booths and the set of special conditions of the contract to be compared with the person/firm whose tender may be accepted, can be purchased from the office of the undersigned between the hours of **8:30 AM to 1:30 PM** on every working day except Saturday, Sunday and public holidays up to **27.06.2011**.
3. Tenders are to be submitted on prescribed form which is obtainable from the office the Member .Secretary SAC, Mechanical Block on payment of a sum of Rs. 200/- each in cash (Non-refundable) with Accounts Branch. The tender form can also be downloaded from Institute website www.sliet.ac.in and the form shall be submitted in this case along with Demand Draft of Rs. 200/- (non-refundable) in favour of Director S.L.I.E.T.
4. **a) Issue of tender form will be stopped one day before the date fixed for the opening of tender**
b) Produce an affidavit on a stamp paper worth Rs. 25/- giving the local as well as the permanent home address along with recent passport size photograph(s), Character certificate attested by a Magistrate I-Class with tender form to be submitted. Also provide attested copy of the PAN Card failing which the tender will not be entertained.
5. Tenders which should always be placed in sealed cover duly super scribed with the name of the shop applied in capital letters will be received by the undersigned from **9:30 AM** upto **1:30 PM** on **28.06.2011** and will be opened on the **same day** at **3:00 PM** in the presence of tenderers/ or representatives.
6. When a tender signs a tender in an Indian Language, the total amount tendered in the case should also be written in the same language. In case of illiterate tenders the rates or the amount tendered should be attested by a witness.

7. Earnest Money Deposit (EMD) as shown in the NIT in the form of the demand draft in the favour of Director SLIET drawn on Central Bank of India and payable at Longowal, District , Sangrur (PB) shall accompany with the tender. The demand draft shall be put in a separate sealed cover superscribed "EMD for _____ at SLIET , Longowal " and shall accompany with the tender bid.
8. All rates shall be written in the column meant for Price Bid properly. The tenders should quote the rates in figures as well as in capital words, neatly and cleanly. In case of any discrepancy between the rates quoted in figures and words shall be taken as in-correct.
9. The tender documents should comprise not only the price bid but also EMD, in a separate envelopes duly super scribed in capital letter. All the envelopes then will be placed in on envelop duly addressed to Director, Sant Longowal Institute of Engg. Technology, Longowal, Distt.: Sangrur
10. Incomplete/ telegraphic/conditional / tenders without EMD are liable to be rejected.
11. The acceptance of a tender will rest with Director SLIET. The Director SLIET reserve the authority to reject any or all the tenders received without assigning any reason .All the tenders in which any of the prescribed conditions is not fulfilled or is incomplete in any respect is liable to be rejected.
12. The acceptance of the tender, shall be intimated by the undersigned to the tenderer or his/ her accredited representative who would be responsible for taking instructions.
13. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the person(s) who report to canvassing will be liable to rejection.
14. The contract period shall be of 11 months w.e.f. July-2011 extendable for next two terms each of 11 months in continuation based on past satisfactory performance with an increase in licence fee @ 5% of the proceeding year for each term. Based on satisfactory performance of the previous terms, the contract can further be extended for next 03 years at a time with increase in Licence fee @ 15 % of proceeding year. The contract can be extended to the same party on 03 years basis to a maximum overall period of 15 years subject to fulfillment of other prescribed terms and conditions

INSTRUCTIONS FOR FILLING THE TENDER

1. The following documents will complete a set of tender documents:

- Notice inviting tender
- Special conditions of the contract
- Other terms and condition of the contract

The tender documents shall be submitted back in complete shape to be filled in and signed by the tenderer / the authorized representative on all pages. The tender should be submitted in three sealed envelops duly super scribed in capital letters. The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of each of the sealed envelops. The Earnest Money shall be deposited in form of demand draft only in favors of Director ,Sant Longowal Institute of Engg.& Technology, Longowal , drawn on Central Bank of India at Longowal,Distt.: Sangrur. The tenderer shall also submit power of attorney on non-judicial stamp paper in the name of the person who has signed the tender document.

Envelop No.1 shall contain EMD and Envelop No.2, the tender documents and Envelop No.3 the price bid. All the three sealed envelops are to be put in the Main Envelop addressed to:

The Director

Sant Longowal Institute of Engineering & Technology, Longowal (Sangrur), Punjab, 148106

2. Validity of Tender

The tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders. The earnest money will be forfeited in case of person withdraws his bid during the validity period.

3. Acceptance of Tender

The Director of the Institute reserve the authority to accept or reject any or all the tenders received without assigning any reason.

4. Signing of Agreement:

The successful tenderers shall complete all the formalities on allotment and sign the **Contract Agreement** within 15 days from the issue date of allotment letter. In case, the contractor does not sign the Agreement within 20 days of the allotment letter, his Earnest Money Deposit (EMD) will be liable to be forfeited and consequently allotment will stand withdrawn.

5. EARNEST MONEY DEPOSIT (EMD)

The Earnest money Deposit (EMD) as mentioned in the NIT should be in the form of Demand Draft in favour of the Director SLIET, drawn on Central bank of India payable at Longowal shall accompany with the tender. Any tender not accompanied with the Earnest Money Deposit (EMD) will be liable to be rejected. The Earnest Money Deposit (EMD) in any other form shall not be accepted. In case the successful tenderer does not sign the agreement within 20 days of award of the contract, his Earnest money Deposit (EMD) shall be forfeited and the allotment order will stand cancelled.

Earnest Money Deposit will be released after successful completion of contract. And will be forfeited if contract is cancelled for any reason or allottee refuses allotment or unable to run the contract and leave in between. Recovery if any will be deducted from EMD.

6. The contractor shall be only Indian citizen, he shall ensure that no person of doubtful antecedent and nationality is anyway employed.

7. After acceptance of tender, Director, SLIET may decide not to continue the awarded contract, related to the shops./ restaurant, booth/ canteen /pantry etc. and required to take these back for any reason whatsoever, the 30 days notice will be given in writing, to that effect to the tenderer.

8. The tender must be un-conditional , only based on the provision of the NIT. Any conditional tender, if received, will be liable to be rejected.

9. Where an allotment has been cancelled or is deemed to have been cancelled under the provisions of these Rules and the allottee concerned has not vacated it within the prescribed time-limit, he shall be liable, in addition to any other action, that may be taken against him, to pay damages for un-authorized occupation and use of the premises, which may amount upto Rs.500/- per day.

10. SECURITY DEPOSIT

Allottee will deposit prescribed Security in advance (before taking over the possession) in case contract is awarded which will be released on successful completion of contract.

And will be forfeited if contract is cancelled for any reason or allottee unable to run the contract and leave in between. Recovery if any will be deducted from security amount

11. ELECTRICITY METER SECURITY

The requisite formalities for taking Electricity connection will be required to be completed by the allottee as per Institute rules. The electricity charges will be payable on the actual basis. The contractor shall be responsible for payment of electricity charges as per energy bills. The Security amount to be deposited by allottee for getting electricity connection will be Rs.2500/- (refundable, no other charges) for all shops/canteen/ booth etc. For Restaurant it will be Rs 5000/- (refundable, no other charges).

12. Only one shop is to be allotted to a family which would include self/ husband, dependant father, mother, dependent son, daughter-in-law, unmarried daughter and that members of same family would not be allowed to secure any subsequent allotment of shops through any other business transactions such as partnership or purchase etc.

TERMS AND CONDITIONS (LICENCE DEED)

License Deed (Specimen)

An agreement for the allotment of Shop No. X in the premises of Sant Longowal Institute of Engineering and Technology (SLIET) Longowal is executed this day DD.MM.YY between Mr. S/o Sh. _____ R/O: _____, P.O. _____, Tehsil : _____, Distt. _____ (herein after called the contractor) of one part and the Director, Sant Longowal Institute of Engineering and Technology Society registered under the Indian Registration of Societies Act, 1860 (hereinafter called the Director) of the other part. Whereas Director, SLIET has agreed to award contract to the contractor for a period of 11 months from _____ to _____, extendable based on satisfactory performance of the allottee with suitable increase in licence fee and the allottee has accepted such contract upon the terms and conditions herein after appearing. Now the present witnesses and the parties here are to respectively agree as follows:-

1. The allottee will have to pay a total sum of Rs. _____/- (Rs. _____ only) and Rs. _____/- (Rs. _____ only) as Security deposit in advance.
2. The allottee shall be fully responsible for the structure and proper use of the articles fitted in the restaurant/ /shop/canteen/ pantry / booths and for any loss, damage to the structure, pilferage etc or any of these articles will be made, the recovery will be imposed to the party as per procedure of the Institute with the approval of the Director.
3. The allottee shall be responsible for providing suitable furniture and other necessary articles of his own for keeping/storing all edibles to ensure hygiene and cleanliness.
4. For service in the restaurant/ shop/canteen/ pantry / booths to the customers, the Bearer shall be arranged by the allottee of the restaurant/ shop/canteen/ pantry / booths who will wear proper and clean uniforms. Colour and style for such uniforms will however be decided by the Shop Allotment Committee /Director.
5. The allottee shall ensure that all the items, as approved by the Director are available for service/sale in the restaurant/ shop/canteen/ pantry / booths etc. at the reasonable and approved rates by Shop Allotment Committee. The restaurant/ shop/canteen/ pantry / booths services shall remain open on regular basis. Rate list shall be displayed at the counter of the restaurant/ /shop/canteen/ pantry / booths for ready reference of customers.
6. Notwithstanding the above provisions of the agreement, it will be open to the Director to add/ delete/ change/ modify any of the conditions of the allottee.

7. The requisite formalities for taking Electricity connection will be completed by the Shopkeeper as per Institute rules. The electricity charges will be payable on the actual use basis. The contractor shall be responsible for payment of electricity charges as per energy bills. The Security amount to be deposited by shopkeeper for getting electricity connection will be Rs.2500/-(refundable, no other charges) for all shops. For Restaurant it will be Rs 5000/- (refundable, no other charges).
08. The Director shall have the right himself or through his authorised representative to inspect/check the quality of edibles, selling rates of such items. Any excess charging from customers and if the items being sold are found bad in quality or unhygienic and the cases falling within the definition of misconduct with customers will tantamount to breach for the purpose of this contract agreement and will attract the provision of clause 10 given below.
09. Any breach of the terms and conditions of this contract will provide an opportunity to the Institute to cancel the contract without assigning any reason and forfeiting full part of the security/Licence fee as a penalty.
10. That the Director of the SLIET shall be at liberty at any time to put an end to the contract by giving such notice as he deems proper and reasonable and any such notice delivered to the licensee or his servant or left at the premises will be deemed to be sufficient notice to the contractor.
11. That if the said premises is required by the SLIET temporarily for any purpose, the contractor shall put the Director of the SLIET, in possession of the same by suspending the usage thereof as aforesaid for such period as the Director may direct, without assigning any reasons.
12. That the allottee shall not use the restaurant/ canteen/ pantry / booths for any purpose other than the one for which it is given.
13. That allottee shall not assign or transfer in any way what so ever its rights in the restaurant/ shop/ canteen/ pantry / booths etc. to any one else.
14. That the allottee shall not make any additions or alterations in the restaurant/ shop/canteen/ pantry / booths and shall not keep empty packing cases or baskets or any other material on the roof of the restaurant/ shop/canteen/ pantry / booths etc. or in the open space around or in front of the restaurant/shop/ canteen/ pantry / booths etc.
15. That the restaurant/ canteen/shop/ pantry / booths etc shall be subject to inspection at any time without any notice to the contractor, by the Director or any other authority authorized by him.

16. That the infringement of any of the rules or conditions of the contract, shall be considered to be sufficient reason for the termination of the contract and eviction of the contractor from the restaurant/ shop/canteen/ pantry / booths
17. That if any question arises as to the interpretation of the rules and conditions of licence, the decision of the Director shall be final.
18. EMD and Security deposit will be released on successful completion of contract. Any recovery, loss , short inventory, dues will be recovered from EMD, Security deposit.
19. If contractor refuses the allotment, then EMD will forfeited.
20. If contract is cancelled for any reasons or allottee unable to run the contract and leave in between, the contract will stand cancelled and the EMD, Security deposit and Electricity Meter Security will be forfeited.
21. Where an allotment has been cancelled or is deemed to have been cancelled under the provisions of these Rules and the allottee concerned has not vacated it within the prescribed time-limit, he shall be liable, in addition to any other action, that may be taken against him, to pay damages for un-authorized occupation and use of the premises, which may amount upto Rs.500/- per day.
22. The allottee shall execute the Licence Deed before taking over the possession of the Shop/restaurant/ canteens/ booths/pantry etc. Licence Fee, security deposit in full and signing of inventory etc. shall be required to be deposited in advance before taking over possession of the restaurant/ shop/ canteen/ pantry / booths
- 23 The allottee will compliance all provisions of Child Labor Act-2006.
24. Time to time the performance of restaurant/ shop/canteen/ pantry / booths / etc. will be evaluated. The feedback reports will be taken from students/ staff/ faculty in terms of rates, quality, hygienic, cleanliness, availability of items, conduct of allottee and its staff. The overall performance will be accessed by shop allotment committee.
25. The SLIET allotted shops if comes under the Institute functions areas (like Techfest), nothing extra payment will be claimed from the allottees and they shall be allowed to operate in routine

26. The sale of Narcotics is strictly prohibited in shop/ restaurant/ canteens/ booths / pantry etc.

In witness whereof the contractor_____ and on behalf of Director, SLIET have here unto respectively signed at Longowal on dated _____

a) Signed and sealed delivered by Sh._____ contractor in presence of following:.

Signature_____

Name_____

Address_____

Witness

b) Signed by Sh._____ for on behalf of Director, SLIET, in the presence of:

Signature_____

Name_____

Address_____

Witness

PRICE BID

Particular of Shops/ Restaurant / Booths	Licence Fee Amount quoted for 11 months
Shop no. 4 Saloon (Ladies & Gents)	
Shop No. 12 Internet Cyber Café, computer printing and coffee shop	
Shop No. 16 Fast Food Shop	
Shop no. 17 Stitching and Ironing for female bidders only	
Canteen near Boys Hostel no.2 For Internet Cyber Café, computer printing and coffee shop	
Restaurant	

Particulars of Booths in Student Activity Centre Complex		Licence Fee Amount quoted for 11 months
Booth no. 4	Book Binding /Photostat Purpose	
Booth no. 5	Vegetable/Fruit/Juice	
Booth no.6	Laundry	

SIGNATURES OF THE TENDRER