# SPORTS AUTHORITY OF INDIA NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS PATIALA

# **TENDER**

## **FOR**

# **LETTING OF SHOP**

AT SAI NS NIS: PATIALA

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Website: www.nsnis.org.

# SPORTS AUTHORITY OF INDIA NETAJI SUBHAS NATINAL INSTITUTE OF SPORTS: PATIALA

### TENDER FORM FOR LETTING OUT SHOP NO. 04 & 05 (SEMI-FURNISHED) NEAR GIRLS HOSTEL

LAST	DD OF DOWNLOADING TENDER FORM DATE & TIME OF SUBMISSION OF BID AND TIME OF OPENING OF TECHNICAL BID	:16.02.2022 TO 09.03.2022 :10.03.2022 UP TO 04:00 PM :11.03.2022 AT 04:00 PM
1.	Name & Address of firm	:
2.	Affidavit towards sole prop. or partnership deed in case of partnership firm. (Attach affidavit)	:
3.	Business Address & Tel. No. of the Proprietor.	:
4.	In case of company, give name and Address of Partners/Directors.	:
5.	Copy of License (Wherever required) if any	:
6.	Whether Income Tax Payer, if so attach Income Tax return of last three years.	:
7.	PAN/GST registration number, if any	:
8.	Earnest Money deposit of Rs.	vide Bank Draft No
	Dated Name of the Bar	nk
	Drawn in favour of Sr. Executive Director (A), S	SAI NS NIS, Patiala.

9. The Area available for the Shops as mentioned below: -

SHOP NO.	FLOOR AREA
Shop No. 4	136.50 Sq. Ft.
Shop No. 5	136.50 Sq. Ft.

- 10. There are around 500 students/Campers/Trainees in the Hostels 300 staff member and about 100 families in residential complex of NS NIS, Patiala.
- NOTE: The Tenderer will sign all the pages of the tender and also on the cuttings/correction.

Certified that the undersigned is authorized signatory of the firm to sign this tender documents.

I agree to abide by the terms and conditions contained in this tender documents.

Signature of the Tenderer
Name of the Tenderer
Designation
Name of firm/Agency/Company

 Seal:

 Place:

 Date:

#### **TERMS AND CONDITIONS FOR HIRING OF SHOPS**

- 1. The Sr. Executive Director (A), Sports Authority of India, Netaji Subhas National Institute of Sports, Patiala will be called as the Licensor (which terms and expression wherever the context so admits shall be deemed to mean and include its, successors-in-interest and assignees).
- 2. Successful Tenderers regarding Shop near Girls Hostel of SAI NS NIS, Patiala, hereinafter shall be called as the Licensees (which terms and expression wherever the context so admit shall be deemed to mean and include heirs, legal representatives.
- 3. The Licensor is the absolute owner and in possession of all that piece and parcel of the property comprised in together with all structures contained therein as detailed in the schedule.
- 4. The said License of the Scheduled Premises together with the fixture and fitting contained therein and both the parties may give in writing and agreed the terms and conditions of such license by executing the Agreement.
- 5. The License shall be valid for a period of eleven months from the date of execution of this agreement.
- 6. The minimum reserve license fee of the Shop as follows:

SHOP NO.	MINIMUM RESERVE L.FEE PER MONTH	FOR PURPOSE OF
SHOP NO.4	Rs. 4500/- plus18% GST extra	Saloon for Women
SHOP NO.5	Rs. 4500/- plus18% GST extra	Saloon for Men

- 7. The successful tenderers will have to pay monthly license fee of the shop in as advance before 10<sup>th</sup> day of every month as per the monthly license fee tendered by the successful tenderer excluding electricity and water charges etc. The aforesaid amount shall be paid by the Licensee to the Licensor in as advance on or before 10<sup>th</sup> day of every month.
- 8. All the amount has to be deposited through Bank draft/Challan in favour of Sr. Executive Director (A), SAI NS NIS, Patiala or in cash with the Institute Cashier.
- 9. No unauthorized person will be allowed to stay inside the shop premises. The successful tenderer will have to take prior permission from the Head of the Institute. The successful tenderer will have to ensure the proper discipline is maintained in the said shop complex.
- 10. The License Fee shall be increased after completion of eleven months @ 10 % of the initial fixed license fee.
- 11. The Licensee shall subject to the natural wear and tear, keep the schedule premises in a good condition.
- 12. The Licensee at all times during the terms of lease, shall not carry on or permit to carry on any offensive trade or business in the schedule premises. The Licensee shall not, unless with the written consent of the Licensor, alter add to or place any erection, alteration or construction whatsoever in the schedule premises. It is expressly agreed the Licensee shall utilize the schedule premises, if any, for the purpose of accommodating his business purpose only and shall at no time assign or sub-contract the license to anyone what so ever.
- 13. The Licensor shall have access at all reasonable times to the schedule premises for the purpose of any inspection.
- 14. The Licensor may cancel the license at any time with or without notice, in which event, the Licensee shall vacate the shop either on expiry of the period forthwith. In the event of the Licensee desiring to withdraw from the license, the Licensee shall give three months' notice in writing to the Licensor of his intention to vacate the schedule premises or make payment of an amount equal to the three months' rent in lieu of the three months' notice.

- 15. Its agreed to between the parties that the water and electricity bills accruing towards the schedule premises for the period of occupancy shall be paid by the Licensee only.
- 16. The Licensee will pay a sum of Rs. 5000/- (Rupees Five Thousand only) vide DD No. \_\_\_\_\_\_ dated \_\_\_\_\_ as (EMD with tender form) to the Licensor, the receipt where of the Licensor does hereby acknowledge, being security deposit for the due compliance of the aforesaid license. The aforesaid security deposit will not carry any interest and the Licensor shall refund the same on completion or earlier termination of lease, after deducting arrears towards rent, water charges, electricity charges and cost of any damage caused to the schedule premises of fixtures as detailed in Annexure.
- 17. Conditional, incomplete and tenders without Earnest Money are liable to be rejected.
- 18. The Licensee shall not further sublet or give the schedule premises to any other person or association/organization without the written permission and consent of the Licensor.
- 19. The Licensee shall not materially impair the value and utility of the schedule premises given to him.

#### 20. TECHNICAL BID - ENVELOP "A" SHOULD CONTAIN THE FOLLOWING: -

The work 'Tender for Letting out of Shop' should be super scribed on the top left corner of envelopes bearing the name and address of the tenderer the sealed tenders should be submitted in the following manner: -

- a) The EMD amount of Rs. 5,000/- will have to be attached in the form of bank draft payable at Patiala drawn in favour of Executive Director (A), SAI NS NIS, Patiala with the tender.
- b) Tenderer should sign the Tender Form. Terms and Conditions and other required documents as per tender.
- c) Affidavit towards sole proprietor or partnership deed in case of partnership firm.
- d) Name & address of the Partners/Directors of Company.
- e) Copy of License (Wherever required) if any.
- f) Copy of PAN.
- g) GST registration number, if any.
- h) Whether Income Tax Payer, if so attach Income Tax return of last three years.

#### FINANCIAL BID - Envelop "B" (SEPARATE COVER)

As per Performa mentioned in Financial Bid of the tender documents.

Note: - The Financial bid will only be opened if the tenderer fulfils all the requirements as per Technical bid.

The envelopes containing the documents as mentioned in para Sr. No. 20 above should be wax sealed and super scribed Technical bid "A" and Financial Bid "B" as the case may be Envelop "A" & "B" shall be submitted in the one single sealed envelope to Sr. Executive Director (A), SAI NS NIS, Patiala, 147001 on or before 10.03.2022. Technical Bid will be opened on 11.03.2022 at 04.00 pm in the presence of tenderers or their authorised representatives who wish to be present by a board of officers appointed by the Competent Authority.

#### **ARBITRATION CLAUSE:**

- 21. In the event the said mutual discussion/conciliation fail, the aggrieved party shall initiate Arbitration Proceedings for resolution of differences/disputes etc., mentioned above by appointing a sole Arbitrator, who shall be the Sr. Executive Director (A), SAI NS NIS, Patiala. In such event the said proceedings shall be conducted in accordance with the provisions of the arbitration and conciliation act, 1996. The decision of the Arbitrator shall be final.
- 22. The Successful Tenderer will have to execute an Agreement with SAI NS NIS, Patiala on proper non-judicial stamp papers worth Rs.300/-. Detailed terms and conditions mutually agreed to shall be incorporated in the agreement.

- 23. The dispute if any, shall be settled at Patiala jurisdiction only.
- 24. The Sr. Executive Director (A) has the right to terminating the services of the contract without assigning any reason if not found satisfactory.
- 25. The Sr. Executive Director(A), SAI NS NIS, Patiala reserve all rights to reject any or all tenders without assigning any reasons.

Gaurav Rawat Deputy Director FOR SR. EXECUTIVE DIRECTOR(A)

The above terms and conditions are acceptable to me.	FOR SR. EXECUTIVE DIRECTOR(A
Signature of the Tenderer	
Name(IN BLOCK LETTER)	
ADDRESS	

# FINANCIAL BID

(To be given in words and in figures also)

I hereby quote license fee amount of Rs	(in figures)
(in words) Rupees	_) per month
of Shop No for the purpose of	
which will be paid as advance on or before 10th day of every month as License fee by my firm/agency/comp	oany.
Note: - The Tenderer will sign all the pages of the tender and also on the cuttings/corrections.	
Certified that the undersigned is authorized signatory of the firm to sign this tender document.	
I agree to abide by the terms and conditions contained in this tender documents.	
Signature of the Tenderer	
Name of the Tenderer	
Address	
Name of the firm/Agency/Company	
Seal:	
Place: Patiala	
Date	