

**SPORTS AUTHORITY OF INDIA
NS NIS PATIALA**

BID DOCUMENT FOR CANTEEN

I. SCOPE OF WORK

Fresh sealed quotations are invited from eligible persons / firms for leasing out Canteen in SAI NS NIS PATIALA as per the area mentioned below and the last to submit the quotation is 01-10-2025 before 5:00 PM. All the bidders have requested to submit the sealed quotation in GAD office Room no 1, SAI NS NIS Patiala.

<u>Sr.No</u>	Description of area	Security deposit	Reserve Price (per month)
1.	Canteen (2350 Sq.ft)	3 month Rent	Rs. 5000 +GST (other charges as applicable like water and electricity)

The contract for the above-mentioned shop shall be awarded initially for a period of **1 year** and can be extendable up to 1 year, if approved by Competent authority.

II. Eligibility

- i. PAN Number and GST Number
- ii. A copy of the constitution/ partnership deed of firm, if applicable, duly registered with Registrar Firms.
- iii. The individual / firm / companies are not debarred or black-listed by any department of Union/State Government or any autonomous institute (Annexure 'A'). The affidavit should not be before the date of publishing of this tender & an affidavit should be on the non-judicial stamp paper, duly attested by the Executive Magistrate/Notary.
- iv. Any partner or shareholder, should not be directly or indirectly connected with the applicant who be debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute.
- v. Bidder should be duly competent to enter into contract/ agreement as per applicable provision of Law.
- vi. Proof of Permanent Address (Aadhar Card/Voter Card).
- vii A copy of commercial valid food license under Food Safety Act.
- viii Experience certificate of minimum 3 years of running a canteen/cafeteria/catering in an organization.

III. General Terms and Conditions

The Lease shall be governed by the provisions of the Capital of Punjab (Development & Regulations) Act 1952, and other bye-laws/rules framed there under from time to time. **The successful bidder shall have to execute an Agreement Deed on a non-Judicial Stamp paper of the appropriate value to be registered with the Sub-Registrar, Patiala at his own cost. The** Licensee shall abide by the following terms and conditions for the award of above said contract for the said shop in this Institute: -

Provision for governing License Deed:

The Licensee shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed there under

from time to time.

1. Mandatory Eligibility

- i) Any Indian citizen can apply for the shop.
- ii) The License Deed shall be executed on the clear understanding that the License has never been debarred/blacklisted by any Central/State Govt./ or any other Govt. or any Govt department or any autonomous body. In case the applicant is found to be blacklisted/ debarred at any later stage, the License Deed would be cancelled forthwith without any notice to the Licensee and all his security deposits will stand forfeited.
- iii) The licensee shall submit a valid copy of FSSAI mandatorily.

2. Period of License Deed:

The Contract shall be awarded for a period of 01 year which is extendable upto 1 year, on basis with the condition that the licence fee will be increased by 10% on completion of every year, subject to satisfactory performance of the licensee and fulfillment of all terms and conditions.

3. Security deposit :

- i) The Licensee shall deposit security equal to three months Licensee fee in the shape of FDR/ Bank Guarantee duly pledged in favor of Senior Executive Director, SAI NS NIS PATIALA which should remain valid for a period of 14 months beyond the date of award of contract.
4. The security shall be refunded on expiry of the Licensee Deed or adjusted against arrears of license fee/damages, if any.

5. Possession:

The allotted canteen/shop shall be occupied by the Licensee within 15 days of the date of issue of the allotment letter. The License Fee will be charged from the 16th day of issue of allotment letter or the date of possession, whichever is earlier. Failure to occupy the said shop within the said stipulated period, may result in forfeiture of security deposit, earnest money and cancellation of allotment letter.

6. License Fee

- a) The licensee shall also deposit one month's license fee plus **Goods & Service Tax** (If applicable) in advance in the shape of Demand Draft in favor of Senior Executive Director, SAI NS NIS PATIALA along with Security Deposit.
- b) The Licensee shall pay monthly License Fee in advance on or before the **10th day** of the month.
- c) The license Fee shall be increased by 10% on completion of each year. The increase shall be worked out on the Licensee Fee last payable.
- d) If the monthly License Fee is not paid or is only partially paid by the due date, the

Licensee will receive a first warning. In case of a second or subsequent default, the Licensee shall, without prejudice to the other rights and remedies available to the Senior Executive Director under this deed, be liable to pay liquidated damages at a rate of 10% of the rent amount for the number of days in default, along with interest at 12% for the number of days in default on the unpaid rent amount.

7. **Payment of Taxes/Fee/Charges:-**

The Licensee shall be liable to pay all such fees and taxes or other charges including Goods & Goods & Service Tax as may be levied by the Punjab Administration, Central Excise Department or any other competent authority in respect of the premises or nature of business undertaken under law of land as enacted or amended from time to time.

8. **Payment of electricity and water charges :**

1. The Licensee shall pay electricity charges on a monthly basis as per the meter readings and shall be responsible for clearing all outstanding dues before vacating the premises upon the expiry or termination of the License Deed. Additionally, the Licensee shall pay ₹1,000/- (Rupees One Thousand only) per month for water charges, which are subject to revision from time to time. The Senior Executive Director, SAI NS NIS Patiala, shall have the right to recover any outstanding electricity charges from the security deposit. In case of continuous non-payment of these charges for up to two months, the Senior Executive Director may cancel the License Deed and initiate proceedings to vacate the premises.

2. That licensee would apply and obtain permission/authority or licence etc. with respect to the business undertaken and the permission under various applicable Acts/ Rules/Order's as amended from time to time, failing which agreement is liable to be terminated by the competent authority.

9. Alteration/amalgamation/encroachment/defacement of building :

The 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 Senior Executive Director, SAI NS NIS PATIALA. The Licensee is not entitled to sub-divide the shop or to amalgamate it with any other shop. 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.

10. Display of rates and working hours :

The Licensee shall, at his own cost, display rates of available services. He shall not charge in excess of the rates so displayed. The rates shall not be in excess of both the market rates and the MRP. The canteen shall remain open during working hours of Office.

11. Hygiene/ Sanitation and Indemnification by the Licensee :

The Licensee must maintain cleanliness and hygiene on the premises and bear the cost of any damage due to negligence or misuse. A fine of ₹1,000 may be imposed for unclean conditions. The Licensee is liable for any fire-related damage. Obnoxious trades like bidi, cigarettes, and pan masala are prohibited, and smoking is not allowed. A dust-free, mosquito-free, and infection-free environment must be maintained, and the Licensee must comply with sanitation directives issued by the Licensor.

12. Police Verification

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

13. Delivery of vacant possession on termination of License Deed:

On termination of the license deed, the licensee shall remove temporary structures and fixtures, if any, immediately and deliver the vacant possession of the building to the Senior Executive Director, SAI NS NIS PATIALA on the last day of termination of license deed. In the event of default, the Senior Executive Director, SAI NS NIS PATIALA shall charge license fee @ double upto 15 days, three times up to next 15 days, Ten times beyond 30 days till the handing over of vacant possession. The expenditure incurred on removal of fixtures shall be recoverable from the licensee

14. Compensation on account of closure :

The 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 of the demise premises in connection with the maintenance and repairs of the building. The Licensee shall not, however, be liable to pay License Fee from the period for which this shop is closed on account of the aforesaid maintenance or repairs. The Licensee shall be entitled to restoration of the premises as soon as necessary repairs have been completed.

15. Inspection of the shop :

The Senior Executive Director, SAI NS NIS PATIALA. may, through his officers and employees, at all reasonable times and in a reasonable manner, enter into and upon any part of the said building for the purposes of ascertaining that the Licensee is duly observing the conditions of the License Deed.

16. Penalty:

i) In case, the licensee makes any default, as listed below, the quantum of penalty will be imposed as under:-

- a) Enhancement in rates, without prior approval.
- b) Non display of rates.
- c) Non maintenance of proper quality.
- d) Non maintenance of the premises licensed & space around it in clean & hygienic condition.
- e) Sale & consumption of articles like cigarette, liquor and any other narcotics etc.
- f) Selling of Items except permitted
- g) Overcharging
- h) Any other.

(i) **1st Instance: Rs.500/-**

(ii) **2nd Instance- Rs.1,000/-**

(iii) **3rd Instance- Rs.1500/-**

(iv) **4th Instance-Rs.2500/-**

(v) **5th Instance- process may be initiated for termination of contract.**

ii) A penalty @ 5% of due charges of electricity bill will be imposed on account of delay in payment of electricity charges.

17. Subletting of the contract:

The Licensee will not sublet the contract wholly or partly or enter into any sub-contract through any mode for running such services.

18. Discipline and Conduct :

The Licensee will be fined ₹5,000 for misconduct by themselves or their employees towards athletes, employees with penalties increasing three to five times for repeated violations. Employing child labor is strictly prohibited. The Licensee is fully responsible for complying with labor laws, including minimum wages, ESI, PF, and worker compensation regulations.

19. Termination of License Deed :

The license may be terminated by the **Senior Executive Director, SAI NS NIS Patiala** under the following conditions:

1. **Expiry of Contract** – The license automatically terminates if not extended.
2. **Non-Payment** – Failure to pay the monthly license fee, electricity, or water charges for two consecutive months.
3. **Unsatisfactory Services/Breach** – One-month advance notice may be given if services are unsatisfactory, any terms are violated, or the licensee engages in prohibited trade.
4. **Insolvency** – If declared insolvent by a court, the licensee gets a two-month notice but must continue duties during this period.
5. **Misconduct/Poor Quality Goods** – Repeated misbehavior or selling inferior goods can lead to termination and blacklisting.
6. **GST Non-Payment** – Failure to deposit monthly GST at prevailing rates.
7. **Licensee-Initiated Termination** –
 - **Before 1 year:** Generally not allowed, but may be permitted under exceptional circumstances with a three-month notice. Two months' license fee from the security deposit will be forfeited.
 - **After 1 year:** Allowed with a three-month notice, subject to clearing all dues.

If termination occurs due to non-payment, two months' license fee will be forfeited. Outstanding dues will be recovered with **12% interest per annum, 10% liquidated damages**, and applicable taxes. Any remaining unpaid amount will be recovered as per relevant laws.

20. Intimation of address of Licensee:

The successful bidder/ licensee should submit documents verifying the identity, commercial as well as residential address before the issuance of letter of award in his favour. The list of the acceptable documents would include Voter Card/ PAN Card/ Passport/ Aadhar Card. He should further be required to update this office regarding any change of commercial as well as residential address from time to time.

21. Black Listing :

- The **Senior Executive Director** can blacklist a firm under **Policy on Blacklisting** for up to **five years** for non-performance, breaches, or contractual violations.
- For severe misconduct (fraud, misappropriation, forged claims, public health violations, corruption, or national security threats), **blacklisting can be permanent**.
- The licensee will be given an opportunity for a personal hearing before blacklisting.

22. Force Majeure

- No party can claim damages if non-performance arises from **natural calamities (fire, flood, earthquake, etc.), strikes, riots, war, or government regulations**.
- Affected parties must notify the other within **two weeks** of such an event.

23. Crockery & Safety Measures

- The contractor must provide their own **cutlery, crockery, and utensils**.

24. Quality Control

- All food ingredients must be **branded, ISI/FPO-certified**, and of high quality (e.g., Verka/Vita milk, Britannia bread, Lipton tea, etc.).

25. Canteen Staff & Hygiene

- The licensee must hire **adequate, experienced staff**, verified by police,
- Staff must be **medically fit and free from communicable diseases**.

- The canteen must maintain **strict hygiene**; repeated violations (over 3 complaints) may lead to **contract termination**.

26. Preventive Measures

- No residential use of canteen premises.
- Sale or consumption of cigarettes, alcohol, and narcotics is strictly prohibited.
- Penalties and termination apply for violations.

27. Quality Control & Inspection

- The Senior Executive Director has the final say in determining food quality.
- Samples may be tested in laboratories; penalties or termination may follow if found unsatisfactory.

28. Legal & Administrative Clauses

- **Agreement Registration:** The contract must be **registered** at the licensee's cost within **10 days**.
- **Indemnity Bond:** The licensee must indemnify **SAI NS NIS PATIALA** against **loss or damage** and provide a notarized indemnity bond within **15 days**.
- **Commencement of Work:** The licensee must begin operations within **15 days** of contract award. Delays attract **50% license fee penalty**, and failure beyond **30 days** leads to **contract cancellation & security deposit forfeiture**.
- **Jurisdiction:** Legal matters will be handled exclusively in **Patiala District courts**.

ANNEXURE – ‘A’

TECHNICAL BID PROFORMA

<u>Sr. No.</u>	<u>Particulars</u>	<u>Remarks</u>
1.	Name of the licensee/ bidder/ firm, complete address with telephone number/ fax number if any.	
2.	Nature of firm/ licensee (whether Pvt./ Sole proprietor/ partnership, documentary proof, if any be attached) In case of firms other than the sole proprietors, an abstract copy of such resolution passed by the executive body authorizing the specific-officer/ partner for signing the documents for this tender be attached.	
3.	Name (s) of the Owners/ Managers, present business/ occupation with their complete address & Telephone/ Fax nos.	
4.	Whether the firm/ licensee has furnished GST Number issued by GST Department, if yes, attach an attested copy of GST Number.	
5.	Proof of Permanent Address (Aadhar Card/ Voter Card)	
6.	Valid FSSAI license.	

7.	Experience certificate of minimum 3 years of running a canteen/cafeteria/catering in an organization.	
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Signature
Name _____
Address _____

Mobile No. _____
e-mail ID _____

- Note: 1. The bidder/ licensee is advised to submit Technical bid and price bid proformas through Quotations
2. The Price bids of only technically qualified firms shall be opened on date and time to be notified in due course of time after the opening of the tenders.

ANNEXURE - B

AFFIDAVIT (duly notarized)

I/We _____ partner/ sole
proprietor (strike out which is not applicable) of (Name & Address of tenderer)
_____ do hereby solemnly affirm and
declare as under:-

a) That the individual / firm / company is not debarred or black-listed by any department of Union/State Government or any autonomous institute.

b) That no partner or shareholder, directly or indirectly connected with the applicant who has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute or declared as insolvent.

c) That bidder is duly competent to enter into contract/ agreement as per applicable provision of Law.

d) And that the terms and conditions for licensing out of **Canteen, NS NIS PATIAL**, are acceptable to me / us. I/we will abide by them in letter and spirit.

Date:

Place:

DEPONENT

VERIFICATION

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Date:

Place:

LIST OF ITEMS

Sr.No	Name of the Item	Item rates in ₹
1	Tea (One cup)	10
2	Coffee (One cup)	20
3	Samosa (One Piece)	15
4	Bread Pakora (One Piece)	20
5	Chole/Sabzi Puri	50
6	Chole Bhature (Two Bhature with Chole Per Plate)	50
7	Veg Lunch	70
8	Roti (One Piece)	7
9	Omelette (Two eggs with two slice bread)	40
10	Cutlet (Two Piece)	40
11	Sandwich (vegetable)	30
12	Non Veg Lunch	120
13	Curry Chawal /Rajma Chawal	50
14	Veg Maggi	30
15	Potato & Onion mix Parantha (Two Paratha with Pickle)	50
16	Veg Biryani (Half)	120
17	Veg Biryani (Full)	200
18	Burger	30
19	Dairy Product	Not more than MRP
20	Water	Not more than MRP
21	Sweets	Not more than MRP
22	Cold Drinks	Not more than MRP