

INSTRUCTIONS / PROCEDURE FOR SUBMISSION OF TENDER

1. Tender form is free of cost. The bidders, who are desirous of participating in tender, may download the document along with application and submit it in prescribed formats along with all required documents.
2. The premises/shops being offered on license basis through this tender process, are available for inspection on all working days from 11.00 AM to 5.00 PM prior to the last date. Therefore, bidders are advised that before participating in tender process, they must inspect respective premises/shops for which, the tenders are being submitted.
3. All tenders / applications will be accepted in the tender box kept outside the chamber of Dy. Registrar (Estates) till **3:00 PM** on **25.01.2023**. Tenders / applications received after the stipulated time/date, will be straightway rejected and the Institute will not be responsible for delay in delivered including postal delay.
4. Tenders are to be submitted in a sealed envelope super scribed as **“Tender/Application for allotment of premises to operate ATm scheduled Bank only/run Cafeteria/ Saloon/ General Stores/Bakery/Foor items/ Cyber Café/ Laundry etc. in Student Facility Centre at LNIPE Campus”**.
5. The tender envelope should contain duly filled-in prescribed form along with relevant EMD in the following manner:-

| | |
|---------------------|--|
| Annexure - A | “Tender / Application form” in prescribed format. |
| Annexure - B | “Price Bid” in prescribed format - to be given in numerical as well as words in the space provided for the purpose. |
| EMD | of respective amount, in favour of Registrar, LNIPE, payable at Gwalior; |
6. All pages of the application form shall be duly page-numbered.
7. Un-signed or incomplete filled-in applications (Annexure ‘A’ and ‘B’) shall be summarily rejected.
8. Conditional bids will not be accepted.
9. At any time prior to the opening of application form, the Institute may, for any reason, modify the tender document by suitable amendments, through the website of Institute. No separate communication shall be required to be sent to the prospective bidders.
10. The application forms received without requisite EMD in the form of Bank Draft in favour of Registrar, LNIPE payable at Gwalior, shall be summarily rejected.
11. Only eligible bidders or their authorized representatives will be allowed to be present in the tender process.

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12. The minimum license fee payable / to be offered by the applicants for each of the shops is mentioned in the tender documents. As such, any offer received with an offered license fee below the said price, shall not be considered.
13. The criteria accepting the bid will be based on the highest rates of licences fee offered by the eligible applicants. However, the Institute reserves right to reject such highest offered rates and to accept second/third highest rates for the reasons to be recorded in writing like experience of running relevant shops etc. The decision taken by the Institute in this regard will be binding and final.
14. In case of failure of the highest bidder the EMD deposited will be forfeited. In such a case, the bid of second highest, will be considered with the same terms and conditions of payment.
15. GST, as applicable, would be payable additionally by the licensee on the offered license fee.
16. The bidders will comply with the conditions mentioned in the tender document.
17. The applications shall be opened by duly constituted tender opening committee at scheduled date & time, in the presence of bidder applicants or their duly authorized representatives, if they choose to be present.
18. EMD of the bidders will be released / returned after finalization of tender and receipt of performance guarantee/security deposit from the licensee(s). No interest shall be payable on such refunds.
19. The bidders will not be allowed to withdraw their bid, failing which earnest money will be forfeited.
20. The tender shall remain valid for a period not less than 180 after the deadlines specified for submission of bids.
21. A bidder may apply for more than on shop by submitting application forms separately for each shop. In case a bidder applies for more than one shop in one form, then such bid(s) shall be rejected straightaway.
22. The shops at Girls Hostel and Boys Hostel are available for bidding by the female and male applicants respectively, which are also required to be operated by the respective gender only.
23. No correspondence shall be made with those bidders, who are rejected on the basis of their offered rates being lower or technically ineligible.

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24. Canvassing whether directly or indirectly, in connection with present tenders is strictly prohibited and the tenders submitted by the tenderers, who resort to canvassing, will be liable to be rejected.
25. Any dispute arising out of in this matter between the Institute and bidder, shall be subject to the territorial jurisdiction of Gwalior.

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CRITERIA FOR TECHNICAL QUALIFICATIONS OF BIDDERS

(A) TENDER/APPLICATION:

Duly and completely filled-in tenders / applications are required to be submitted by the bidders in the prescribed format (**Annexure 'A'**), duly signed/self-attested copies of required documents, for being declared to be eligible.

(B) PRICE BID:

Duly and completed filled-in Price bid is required to be submitted in format (**Annexure 'B'**). GST, as applicable, would be payable by the successful bidder/licensee on the offered license fee additionally.

(C) EMD:

The bidders must submit EMD as applicable for the shop being applied for, in the form of Bank Draft in favour of Registrar, LNIPE, Gwalior, payable at Gwalior.

TERMS & CONDITIONS FOR GRANT OF PREMISES/SHOPS

1. The grant of license through the present tender process is merely an arrangement to allow the licensee to operate the Shop in the Institute, while the premises/shop space is under the legal possession, control, administration and supervision of the Institute. It will not construe as a tenancy or lease agreement or otherwise creating any other interest in favour of the licensee.
2. The sole object of Institute to issue licenses through the present tendering process is to provide essential facilities to the students in the Institute campus itself. Hence, the licensee shall keep its assigned business on run on all working days through-out the period of license issued in their favour. Merely making payment of license fee to the Institute will not give them right to continue to occupy the premises/shops.
3. In case of failure of the highest bidder the EMD deposited will be forfeited. In such a case, the bid of second highest, will be considered with the same terms and conditions of payment.
4. The successful bidders will be required to submit performance guarantee/security deposit at double the prescribed EMD hereinabove, for respective shop within 15 days from the issuance of allotment letter in the form of DD/FDR issued by a scheduled Bank drawn in favour of "Registrar, LNIPE, Gwalior" payable at Gwalior. The FDR shall be accepted only if it is valid for at least 90 days over and above the period of contract to begin with, which shall be required to be extended for the period of extension of allotment, if any.
5. The successful bidder will enter into a registered agreement with the Institute, which shall be required to be registered in the office of Registrar , Gwalior and the expenditure on account of stamp , registration fees etc. shall be borne by the licensee.

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6. The successful bidder will occupy the allotted premises within 15 days from the date of allotment and commence the indented business within 15 days after occupation, failing which the Institute will be at liberty to cancel the allotment, forfeit EMD/security deposit and to initiate process for re-allotment.
7. The bidders of shops at Sl. Nos. 2 , 6 & 7 (dealing with preparation / sale of food items) need to have a valid FSSAI License / Registration as on the date of bidding. However, if the bidder has no such License / Registration, then an Undertaking is required to be furnished to the effect that he will apply for the same within 15 days from the date of issuance of allotment letter and only thereafter, the license shall be awarded temporarily for a period of 3 months and allotment of shop given provisionally, which shall be made regular is the licensee furnishes copy of the FSSAI Certificate within further 60 days. Failing to do so will entail cancellation of the said temporary license and forfeiture of EMD/security deposit, as the case may be
8. The aforesaid licensee shall continue to possess valid / live FSSAI license/registration during the entire period of allotment of shop in the Institute, failing which, the Institute will be at liberty to cancel the allotment of premises and in such a situation, the licensee will hand over its vacant possession to the Institute in good condition, as was received from the Institute. The Institute will also be at liberty to recover outstanding dues along with penal interest from the EMDs etc. and to adjust all outstanding dues from the EMD/Security Deposit and/or forfeit the balance amount.
9. If institute organize any event/camp in the campus, arrangement for a temporary shop for dealing with preparation / sale of food items etc. will be permitted to by the licensee of shop no.-2 free of cost or of nominal payment as mutually agreed. If the licensee shop no.-2 does not set up temporary shop, then the Institute will be free to make arrangement for a temporary shop from any other source.
10. The shops at Girls Hostel and Boys Hostel are available for bidding by the female and male applicants respectively, which are also required to be operated by the respective gender.
11. The license for the premises/shops will be initially granted for 36 months from the date of allotment, which may, subject to satisfactory service, conduct and behavior of the licensee during the initial period of 36 months, be extended for two years at a stretch or one + one year,with an increase of 10% in the license fee quoted by the licensee for initial license, on being mutually agreed by both the parties on the terms and conditions of present tender process.
12. If the licensee vacates the premises and terminate business before completion of 36 months, the Institute will forfeit the security deposit(s).

13. The licensee will pay license fee for occupation of the allotted premises/shop on six-monthly basis in advance at least 15 days ahead of the month requisite, and submit its receipt to the office of Dy. Registrar (Estates) immediately after such deposit, failing which interest @18% per annum will be charged for full month basis till the month, in which payment is made.
14. In the event of failure of licensee to pay the license fee as prescribed above, even after lapse of two months from due date, the Institute will be at liberty to cancel the license of premises/shop and in such a situation, the licensee will hand over its vacant possession to the Institute in such condition, as was received from the Institute.
15. The Institute will also be at liberty to recover/adjust outstanding dues along with penal interest from the EMDs /Security Deposit etc. and/or forfeit the balance amount.
16. The licensee will obtain electricity connection from the electricity authority in their own name and expenses. However, if the Institute provides electricity from its electricity line on inability of direct electricity connection, then a sub-meter will be got installed by the Institute and electricity charges recovered from the shop-keepers on 6-monthly basis at the rates decided by the Institute from time to time, within the stipulated time period, failing which interest @ 18% per annum will be payable by the licensee for the delayed period.
17. If the electricity is provided by the Institute then the bidders will be required to deposit additional Security Deposit equivalent to the EMD of respective shop, within 15 days of issuance of allotment letter. The same shall be refunded on a written application after expiry of tenure of allotment of shop/premises and upon handing over vacant possession of the shop to the Institute and clearing all outstanding dues on account of license fee, electricity etc.
18. The routine maintenance of shops/space shall be carried-out by the Institute. However, cleanliness, up keep and hygienic conditions around the space, shall be ensured by the licensee through their deployed staff. The waste shall be disposed-off and fully cleared before closing of each business day.
19. In case of failure of licensee to comply with terms and conditions of tender, the Institute shall be at liberty to impose fine up to Rs. 1000/- per violation upon the licensee after an opportunity of hearing to this effect.
20. The licensee shall pay all the taxes, as applicable from time to time, on its business activities. The Institute is not liable for the penalties against non-payment or defaults therein.
21. The licensees will not be allowed to carry-out any constructions nor make any extension beyond the space allowed for the purpose of shop.

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22. The licensee will get the white-wash/paint done in the allotted premises/shop at own cost from time to time as and when required.
23. The licensees are required to maintain peace and harmony in the campus and all the working staff deployed for carrying-out specified business, shall be courteous and well behaved and will not consume alcohol within the premises of the Institute.
24. The licensee shall not employ any child labour(s) in contravention of the Labour Employment Act. The licensee shall be fully responsible for implementation of law relating to labour, shops & establishment, minimum wages, EPF, ESI etc., if applicable under the laws prevailing from time to time.
25. The licensee shall not use premises/shop for any other purpose whatsoever.
26. If services provided by the licensee are not satisfactory to the students of Institute or there is breach of any of the terms and conditions or any serious complaint with respect to behavior or mal-practice/corrupt practice in carrying-out the business by the bidder or their staff or they carry-out any business not related to the issued license, then the Institute has the right to terminate license at any time during the period of license by serving one-month notice.
27. The licensee shall operate the shops during the timings as approved by the Institute from time to time on all working days, and on any other days, as mutually agreed between the parties.
28. The licensee shall stock and sell only such items, which fall within the business for which license of shop/premises is granted and shall not sell any other items, which is not related with the respective shop. The licensee shall set up the shop with needed material on their own expenses.
29. The licensee or its employees shall use all possible and due care and diligence while selling items to ensure that only fresh and hygienic goods are provided.
30. The licensee will display a list of item with their selling price in the shop, not exceeding MRPs, and a copy of the same will be submitted to the Institute from time to time.
31. The licensee will sell all its product/services at reasonable rates, which will not be more than prevailing rates in the market, where MRP is not mentioned. In case the Institute receives any complaint regarding sell of product/services by any of the licensees at un-reasonable or exorbitant rates or more than MRP, then the Institute will inquire into the matter and on finding it to be proved, the Institute will be at liberty to take appropriate action of imposing penalty, canceling license, forfeiting security deposits etc.

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32. The licensee shall deploy only those persons, whose characters have been verified at their own levels. No personnel facing any criminal case or convicted by any criminal court shall be deployed.
33. The licensee shall not part with the possession, wholly or in part, to any other person or entity and will ordinarily present at least 50% of the total working hours of the shop/establishment in a week.
34. Sub-letting of premises/shops will not be allowed in any manner.
35. The Institute will not be responsible for any loss and/or damage caused to the licensee's premises/business due to fire, burglary or natural calamities.
36. On expiry/termination/cancellation of the license, the licensee shall hand-over vacant physical possession of the said space/shop to the Institute in the original condition in which it was given and shall indemnify the Institute against any loss/damage/additions/alterations to the premises/shop.
37. Termination of license on its expiry or for any other reason whatsoever, shall not give rise to any liability on the part of Institute to pay any compensation to the licensee for any loss.
38. The license shall not, in any case, be or deemed to be irrevocable and shall at all times be and remain revocable by the Institute.
39. In the event of discontinuation of operation at any state due to unforeseen events, licensee will be given permission to take back items/machine and fixtures only after clearing all dues of the Institute. In case licensee fails to clear dues, the Institute will recover dues from the security deposit and in case that falls short of dues to be recovered by disposing of machines/fixtures as may be deemed appropriate to recover.
40. The Institute will have the right at all reasonable times to enter upon and inspect the licensed space, through its authorized officer and/or committee, to check as to whether the terms and conditions of tender are being complied with by the licensee.
41. If the licensee or any of its employees is found to be indulging in any corrupt practices causing any loss of revenue to the Institute, then the Institute shall have the right to terminate the contract forthwith and also forfeit performance security of the licensee.
42. The Institute will have the right to terminate the license after giving one-month notice without assigning any reason thereof and in such an eventuality, the advance payment of license fee, if any, shall be refunded to the licensee in addition to the security deposit(s) after clearance of all outstanding dues by the licensee.

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43. In the event of breach or non-observation of any of terms and conditions of present tender, the Institute may forfeit the security deposit in full or part thereof.
44. The Institute will be at liberty to terminate the license of the allotted premises/shop and also forfeit security amount(s) and license fee paid in advance by giving one-week notice to the licensee for any breach of terms and conditions of the tender document/agreement and also on occurrence of any of the followings:-
- a) Sale or storage of banned drugs/alcoholic material/items;
 - b) Sale of sub-standard goods/over-charging of price more than MRP or rates approved by the Institute from time to time;
 - c) Indulgence in any illegal activity/occupation/allowing anti-social elements to use the allotted premises for a purpose, other than the indented use for premises;
 - d) Complaint of misbehavior of serious in nature;
45. The licensee shall not be allowed to rent-out/sub-let the allotted premises/shop to anyone else and shall be solely responsible for the business being carried-out in the said premises.
46. The securing of belonging with in the allotted shops/ ATM will be lie on the licensee and institute will no responsibility in any manner whatsoever. The bank licensee of ATM will deploy their own security Guard for ATM in appropriate manner.
47. In the event of death of licensee during currency of license period, the license shall automatically come to an end. However, the Institute may, on written request in this behalf, permit the Legal Heir of licensee to run the same business for residual period of license, on the same terms and conditions.
48. In the event of any dispute between the Institute and contractor, the Arbitrator shall be appointed by the Vice Chancellor, LNIPE, Gwalior and the matter shall be referred to so appointed Arbitrator, whose decision shall be binding and final.
49. Any dispute arising out of in this matter between the Institute and licensee shall be subject to the territorial jurisdiction of Gwalior.
50. The competent authority reserves the right to accept or reject any/all of the applicants without assigning any reason thereof.


(N.L. Rohira)
REGISTRAR I/C

ANNEXURE 'A'

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

“Tender / Application form for allotment of premises/shops/ATM”

I/We are applicant for allotment of premises/shops, in the tender process of LNIPE, Gwalior and hereby submit our **Tender / Application form** as under:-

| Sl. No. | Description | Whether documents submission is required | Furnish information here | Copy enclose at Page No. |
|---------|--|--|--|--------------------------|
| 1 | Name of the bidder / firm with complete address, Phone Number, E-mail ID etc. | NO | | N.A. |
| 2 | Father's Name (in case of an individual) OR Proprietor's Name (in case of firm or company). | NO | | N.A. |
| 3 | Details of premises/shop for which license is being applied for. | NO | | N.A. |
| 4 | EMD, as required above, in the form of Bank Drafts in favour of “Registrar, LNIPE” payable at Gwalior or cash receipt in original, after deposit in Accounts Section of Institute. | YES | DD/Receipt No. Dated Amount Name of Bank & Branch | |
| 5 | Permanent Account Number (PAN) of the bidder (enclose PAN Card). | YES | | |
| 6 | <u>PROOF OF RESIDENTIAL ADDRESS</u> (If bidder is an individual, then enclose any one of the following documents as photo and address proof:- a) Aadhaar Card; b) Passport; c) Voter ID; d) Driving License. If status of the bidder is other than individual, then please also mention category (Public Ltd. / Pvt. Ltd. / Partnership firm or Proprietorship firm) | YES | | |

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| | and enclose Certificate of incorporation.). | | | |
| 7 | GSTIN Regn. , if any (enclose copy). | YES/NO (as the case may be) | | |
| 8 | a) If the bidder is an individual, then mention the highest academic / professional qualification (enclose copy). b) If the bidder is an existing firm, then average annual financial turnover during the preceding three years (enclose balance sheets of these three years), if any. | YES | | |
| 9 | Details of present business with Income Tax Return of preceding three financial years, if any. | NO | | |
| 10 | Statement of bidder's operative/prime Bank Account for the preceding six months. | YES | | |
| 11 | Particulars of valid / live Registration or License under the provisions of "Food Safety & Standards (Licensing and Registration of Food Businesses) Regulations 2011". (Applicable for the shops at Sl. Nos. 2,6 & 7 dealing with preparation / sale of food items. See detailed instructions in tender document in this regard).). | YES (for the shops at Sl. Nos. 2,6 &7) | | |

| | | | | |
|----|--|---------------------------------------|--|--|
| 12 | An affidavit on non-judicial stamp of Rs. 100/- shall be furnished by the bidder in original to the effect that a) The bidder (individual or firm/agency) has not been blacklisted by any Government Department/PSUs/Institution; b) All the details furnished in the tender process are true and correct and nothing has been concealed therefrom; c) In the event of anything found to be incorrect or false, then Institute has right to cancel the application and/or license at any time; d) There is no pending criminal case against the bidder firm. | YES | | |
| 13 | Details of relevant experience, if any. Furnish documents in this regard. | YES/NO (as the case may be) | | |
| 14 | Justification as to how to you consider fit for the applied shop. | YES/NO (as the case may be) | | |

UNDERTAKING

1. I/We have gone through the contents of entire tender document carefully and understood it fully. I/We accept all these terms and conditions and undertake to abide by them, if license applied for is granted.
2. I/We have inspected the premises/shops, for which this application is being submitted.
3. I/We hereby confirm that all the information furnished in this tender, is true and correct to the best of my knowledge and nothing material has been concealed therefrom. If so found at subsequent stage, the Institute will have the right to cancel the application form and/or license of the applicant.

4. I/We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to us.

5. I/we have enclosed Price bid separately in the prescribed format.

Date:

Yours faithfully,

Place:

Signature of bidder:

Name, Address, Phone & Seal:

ANNEXURE 'B'

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)
"PRICE BID for allotment of premises/shops/ATM"

I/We are applicant for allotment of premises/shops, in the tender process of LNIPE, Gwalior and hereby submit our **PRICE BID** as under:-

| | | |
|---|---|-----------|
| 1 | Name of the bidder / firm | |
| 2 | Full address | |
| 3 | Mobile No. | |
| 4 | Details of premises/shop for which, license is applied for. | |
| 5 | Offered MONTHLY license fee (*) (in rupees) | In figure |
| 6 | Offered MONTHLY license fee (*) (in rupees) | In words |

(*) GST, as applicable from time to time, will be additionally payable on the license fee.

UNDERTAKING

1. I/We have gone through the contents of entire tender document carefully and understood it fully. I/We accept all these terms and conditions and undertake to abide by them, if license applied for is granted.
2. I/We have inspected the premises/shops, for which this application is being submitted.
3. I/We hereby confirm that all the information furnished in this tender, is true and correct to the best of my knowledge and nothing material has been concealed therefrom. If so found at subsequent stage, the Institute will have the right to cancel the application form and/or license of the applicant.
4. I/We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to us.

Date:

Signature of bidder: _____

Place:

Name & Seal (if any): _____

Name, Address, Phone & Seal: _____