



**उत्तर पूर्व क्षेत्रीय शिक्षा संस्थान, शिलांग**  
**NORTH EAST REGIONAL INSTITUTE OF EDUCATION, SHILLONG**  
**राष्ट्रीय शैक्षणिक अनुसंधान एवं प्रशिक्षण परिषद**  
**(NATIONAL COUNCIL OF EDUCATIONAL RESEARCH & TRAINING)**  
**UMIAM: BARAPANI: 793103**

फा. स./No.F.18-54/2023-NERIE/C&W/NAAC/1792

दिनांक/Date: 5<sup>th</sup> October, 2023

**TENDER NOTICE**

NERIE Shillong, Umiam, Meghalaya invites sealed offers from reputed Service Providers, Firms, Contractors etc. for grant of license to run Stationery Shop cum Coffee Corner in the Institute.

The successful bidder will have to execute a contract in this regard as per the terms and conditions mentioned in the bid document.

All the individual bids from each of the applicant should be accompanied with Earnest Money Deposit (EMD) of Rs 5000/- (Rupees Five Thousand only) in the form of Demand Draft drawn in favour of Principal, NERIE, Umiam and payable at State Bank of India, Umiam Branch. The EMD will be refunded after the finalization of the tenders except to the successful bidder. For the successful bidder, the Earnest Money Deposit will be retained as Security Deposit.

The bid application form and terms and conditions (Annexure-I and Annexure-II) can be downloaded from the Institute website <https://nerie.nic.in> w.e.f. 10.10.2023 to 17.11.2023 (upto 1100 hrs). The application form duly filled in and signed by the applicant should reach in sealed cover address to the Principal, NERIE Shillong, Umiam-793103 on or before 17.11.2023 by 1100 hrs. The due date for opening of the tender bids is 17.11.2023 at 1530 hrs.

NERIE Shillong, Umiam reserves the right to reject any or all the applications received against this tender notification without assigning any reasons thereof.

Sd/-  
I/c Principal, NERIE.



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**APPLICATION FOR GRANT OF LICENSE TO RUN STATIONERY SHOP CUM COFFEE  
SHOP AT NERIE, UMIAM**

1. Full name of the Applicant :
2. Present Postal address with Phone No. :
3. In case tender is a partnership firm give  
Names and address of person and state  
Whether registered under Partnership Act :
4. Previous experience in the relevant field  
(Experience certificate/declaration to be  
Furnished) :
5. PAN No. :
6. Bank Account No. and Name of the Bank :
7. Identity Proof :
8. Amount Proposed to be invested :
9. Source of investment :
10. How much license fee you agreed to pay  
per month (please mention the amount both in  
figure and words) :
11. Copy of GST certificate & number :

**Signature of Applicant**

**Place:**

**Date:**



**TERMS AND CONDITIONS OF LICENSEE DEED**

1. License fee shall be payable in advance, before 10<sup>th</sup> of every calendar month to be detailed in grant of license order. The License fee will be increased by ten percent every year counting from the date of agreement entered into.
2. The Licensee shall pay for the consumption of water (@Rs.100/-), electricity (as per actual sub-meter reading) and other amenities provided by Licenser at the rate, that may be fixed from time to time by Licenser and the same shall be paid within the 10<sup>th</sup> day of the succeeding calendar month.
3. The Licensee shall pay all charges, cesses, taxes assessments whatsoever payable or hereafter become payable to the Government or Municipality or to any other local body in respect of the said premises at the rates prescribed from time to time.
4. Earnest Money Deposit of the successful bidder will be retained as Security Deposit which shall serve as a guarantee for the due and faithful discharge of obligations to be fulfilled by the successful bidder as Licensee under the various provisions of this agreement.
5. Subject to the terms and conditions mentioned above, the Security deposit shall be refunded to the Licensee on the termination or cancellation of the License, on production of clearance certificate showing no arrears to Licenser and the same shall be claimed within 6 months from the date of termination or cancellation of License and after that period the claim will lapse. The return of refund of Security Deposit is always, subject to the claims of the Licenser against the Licensee.
6. The period of contract shall be initially for one year, which can be extended for one year on mutual consent. On completion of two years, the contract can be extended for third year if mutually agreed.
7. The Licensee shall at his/her own cost obtain all licenses required under law for his/her trade. In case of failure on the part of the Licensee to obtain or renew any Licenses, required by any local authority or law, before using the place for the particular purpose, it shall be open to Licenser to terminate the License on twenty-four-hour notice.
8. This agreement is liable to be summarily terminated in the event of breach on any conditions of the agreement by the Licensee.
9. In the event of death or insolvency or conviction by a criminal court for an offence involving moral turpitude of the Licensee, the License shall be cancelled forthwith.
10. The Licenser has power to revoke the License and expel the Licensee at any time during the tenure if Licensee is found indulging in any illegal activities found prejudicial to the interests of the NERIE Authority.
11. The License can be terminated by either side on one month's notice.



12. If it is found that Licensee has stopped doing business on his own without giving notice and such cessation of business continues for a period of one month or more, the Licensor shall have the right to terminate the License forthwith and adjust all dues including License Fee payable till date of the vacation of the premises and such other charges as are due to the Licensor, from the Security deposit paid by the Licensee. Such termination of the License by the Licensor does not require any notice period to be given by the Licensor to the Licensee.
13. If the Licensee dies during the period of the agreement, this agreement shall absolutely cease and the heirs, administrators or executors or other legal representatives of the said Licensee shall have no interest whatsoever under the agreement or otherwise.
14. The Licensee shall sell/provide services at not more than Maximum Retail Price. For items not having Market Retail Price, the Licensee shall sell/ provide at rates which are at par with the Umiam market rate, subject to prior approval of NERIE Authorities. Acts of profiteering and black marketing and the like on the part of Licensee will entail termination of License forthwith.
15. If the payment of License Fee falls in arrears or shall remain unpaid for more than 10 days, after the due date or in the event of neglect on the part of Licensee to act up to the terms and condition of the agreement or if the Licensee becomes insolvent or the Licensee's goods and property be, attached by creditors, it shall be lawful for the Licensor or any one authorized in this behalf to terminate the agreement and cancel the license and it shall be lawful for the Licensor to remove all stock, fittings etc., and recoup and recover such expenditure as may have been incurred and other dues, payable by way of arrears of License Fee fittings etc. Licensor in such cases, shall also be at liberty to expel the Licensee, if necessary, after breaking the lock.
16. In case any expense the Licensor may put in consequences of any act of default on the part of the Licensee, under the provision of this agreement and any money due under above condition may also be deducted from the Security deposit furnished by the Licensee for the due and faithful performance of the Licensee and the Licensee shall make good all such deficiencies. If however the money due to Licensor exceeds the aforesaid Security Deposit furnished by the LICENSEE, The Licensee shall make good of the same to Licensor within 7 (Seven) days after the receipt of notice in writing to do so and if the Licensee fails to make good of the said money, it shall also be lawful for Licensor to recover any such balance by instituting legal proceedings against the Licensee.
17. The premises shall not be used as go-down or store room or for any purpose other than that for which it was given. Premises shall not be used for residential purpose or for tethering of cattle or dogs or animals.
18. The shop shall be kept open from 8 AM to 9 PM for providing the intended service/retail sale of goods. Any change in the timing shall be undertaken in mutual consent between Licensee and Licensor.



19. Though the Electric fittings has been provided by the Licenser, the licensee shall provide bulbs of such quality, make, candle powers etc., as may be prescribed by the Licenser.
20. The Licensee should not keep naked fire or light in the premises unattended.
21. The Licenser reserves the right of repairing or improving any part of the premises and no Licensee of the premises shall make any alteration whatsoever.
22. Licensee of the premises shall be responsible for any damages done to the premises and shall pay compensation for such damages. The Licensee shall pay the cost of all repairs, and damages to the premises other than those attributable to ordinary wear and tear. The said repairs shall be carried out by Licensers at the Licensee's cost, and the cost of such repairs shall be paid to the Licenser in accordance with the assessment made by the representatives of Licenser authorized in this behalf.
23. If the Licensee fails to withdraw from the properties of the Licenser on the termination of the License and peacefully deliver up the premises and other appurtenances thereto in good condition, normal wear and tear alone accepted, the Licenser shall be at liberty to expel the Licensee of the premises and enter and take over the premises and remove all stock fittings etc., without any liability to pay damages or compensation and also be entitled to claim from him/her any loss sustained thereby.
24. The Licensee shall insure at his /her own cost the premises, stock, articles etc., against fire, theft etc. The Licensee shall not be entitled to claim any compensation from Licenser for any damage which the Licensee may sustain on account of fire or any other causes.
25. The Licensee shall stop selling when required by the Licenser any or all of the goods allowed to be sold either on the occurrence or outbreak of dangerous epidemic in the neighborhood or for any other reasons and for as long as it is considered necessary, without claiming any compensation from the Licenser for any such period during which sales have been stopped. The Licensee shall not be entitled to refund of License fee etc., in whole or in part or to any compensation for any period, the premises in his/her use may be required to be closed for repairs, alternations or for any other cause during which he/she is unable to use such accommodation. The Licenser shall not be liable to Licensee, for any loss or damage caused to any of his/her property including goods, articles and commodities or to the servants and staff employed by him/her.
26. The Licensee shall always keep on hand for sale, good and fresh articles and these articles shall at all times be liable to inspection by NERIE Authorities or by duly authorized official and statutory authorities of Local Bodies/State Government/ Central Government in this behalf who shall have the right to reject or prohibit the sale of articles which in their opinion are unwholesome or adulterated or injurious to the health of the public or objectionable and to order their immediate removal from the premises and to direct replacements of the same by article of approved quality. The opinion of the Medical Officers of the Licenser in such matters shall be final and binding on the Licensee.



27. The Licensee shall discharge from his/her services an employee who in the opinion of the Licensor is not desirable or in any way unfit or unsuitable for the purpose of business to be carried on the premises. The employee to be appointed by the Licensee should be of good moral character, well behaved and free from any diseases.
28. None of the persons deployed by the Licensee shall be allowed to be in the premises after timings of Stationery Shop cum Coffee corner or to use the premises for the residential purpose.
29. The Licensee shall not use the premises for any other activities except the purpose for which it has been provided.
30. The Licensee will be exclusively responsible for arranging manpower, material, finance and expertise required for running the store and therefore all the persons deployed by the contractor for the purpose of running the same shall be at the control of the Licensee for all the purpose. No master and servant relationship shall exist between Licensor and the persons deployed by the Licensee.
31. Licensee should intimate to the Licensor in case the shop is to be closed. For closure of store/shops, prior notice is to be given; details of closure and reopening of store/shops should be intimated well in advance. If Licensee fails to follow the said conditions, a penalty of ₹ 500/- per day will be imposed.
32. The Licensee shall comply with the direction and orders of the Licensor that may be issued from time to time as regards the working out of the terms of the agreement and shall obey the directions of the Licensors in all matter pertaining to the conduct of the business.
33. Nothing herein contained shall be construed to create a tenancy in favour of the occupier of the said premises and the Licensor may act upon and make possession of the said premises.
34. The Licensee shall not, without prior consent in writing of the Licensor, assign or sublet the shops or any part thereof to anyone. If Licensee assigns or sublets to any person without obtaining prior consent of Licensor, he/she shall be doing so at his own risk and that shall not relive the Licensee of any obligation, duty or responsibility under the License.
35. The Licensee shall at all times duly observe all the statutory regulations in regard to Workmen's Compensation act, Shop and Establishment Act, Payment of Wages Act, Hours of Employment Regulations, Employment of Children Act, minimum Wages Act or any or all other Act or Acts and any re-enactment or modifications of the same that may be applicable to the traders, from time to time. The Licensee hereby agrees to indemnify the Licensor from and against all claims and penalties which may be suffered by the Licensor or any person employed by them by reason of any default on the part of the Licensee in the due observance and performance of the provisions of the aforesaid acts.



36. Any notice hereunder shall be deemed duly served on the Licensee if delivered personally or sent by post, to him/her above mentioned address or affixed to the front of the premises in the Licensee's absence or failure or refusal to receive such notice.
37. The failure of the Licensor at any time to exercise any of its rights under this agreement shall in no way impair or affect its validity and Licensor's right to enforce its rights at any time subsequently.
38. The Courts at Shillong alone shall have the jurisdiction to entertain any dispute or proceedings arising out of the agreement.