

**TENDER DOCUMENT
FOR OPENING OF SHOPS IN NESAC,
RESIDENTIAL COMPLEX**

अक्टूबर/OCTOBER 2022

भारत सरकार/Government of India

अंतरिक्ष विभाग/Department of Space

उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre

उमियम/Umiyam-793103, मेघालय/Meghalaya

भारत सरकार/GOVERNMENT OF INDIA
अंतरिक्ष विभाग/DEPARTMENT OF SPACE
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE
उमियम/UMIAM-793103, मेघालय/MEGHALAYA

फैक्स/Fax: 0364-2570043
फोन/Tel.: 0364-2570140
ईमेल/Email: admin@nesac.gov.in

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनई-सैक उमियम मेघालय, प्रतिष्ठित सेवा प्रदाताओं, फर्मों, ठेकेदारों आदि से निम्नलिखित दुकानों को चलाने के लिए लाइसेंस प्रदान करने हेतु के लिए मोहरबंद प्रस्तावों को आमंत्रित करते हैं/Director, NESAC, Umiam, Meghalaya invites sealed offers from reputed Service Providers, Firms, Contractors etc for grant of license to run the following shops:

क्र.सं/ SL. NO.	संदर्भ सं. / Ref No.	कार्य का नाम / NAME OF THE WORK	निविदा शुल्क डीडी के रूप में / TENDER FEE IN THE FORM OF DD (₹)
1	NESAC/SHOP(I)/2022	एनई-सैक, आवासीय परिसर में रिफ्रेशमेंट कैफे खोलने हेतु। दुकान नंबर 1 (25 वर्ग मीटर) /Opening of Refreshment Cafe at NESAC, Residential Complex. Shop No. 1 (25 Sq Mtr)	₹ 100/-
2	NESAC/SHOP(II)/2022	एनई-सैक, आवासीय परिसर में फल और सब्जियों की दुकान खोलने हेतु। दुकान नंबर 3 (17.1 वर्ग मीटर)/ Opening of Fruits & Vegetables Store at NESAC, Residential Complex. Shop No. 3 (17.1 Sq Mtr)	₹ 100/-
3	NESAC/SHOP(III)/2022	एनई-सैक, आवासीय परिसर में सुसज्जित हेयर कटिंग सैलून खोलने हेतु। दुकान नंबर 4 (17.1 वर्ग मीटर) /Opening of Furnished Hair Cutting Salon Shop at NESAC, Residential Complex. Shop No. 4 (17.1 Sq Mtr)	₹ 100/-

इच्छुक निविदाकर्ता एनई-सैक वेबसाइट www.nesac.gov.in से निविदा दस्तावेज डाउनलोड करें एवं निविदा अधिसूचना में दिए गए विवरण के अनुसार निर्धारित निविदा शुल्क के साथ निविदा दस्तावेज जमा करें। / Interested tenderers may download the tender documents from the NESAC website www.nesac.gov.in and submit the Tender Document along with the prescribed tender fee as per details given in the tender notification.

निविदा दस्तावेज डाउनलोड करने की तिथि/ Date for downloading of tender document: 01.10.2022 to 14.10.2022 upto 1100 hrs.

निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय/Last date & Time for submission of tender documents : 14.10.2022 upto 1300 Hrs.

निविदा खोलने की तिथि, समय व स्थान/ Date, Time & Venue of Bid Opening : 14.10.2022 at 1500 Hrs at एनईसैक, उमियम/ NESAC, Umiam.

Instructions to Tenderers:

1. For full details and terms and conditions etc., please see the enclosed annexures.
2. Interested tenderers may download the tender documents from the NESAC website www.nesac.gov.in and submit the Tender Document along with the prescribed tender fee as per details given in the tender notification.
3. Tender Fee shall be paid in form of CROSSED Demand Draft only. The Demand Draft should be from any Nationalized/Scheduled bank in favor of Director, NESAC drawn on State Bank of India, Umiam (branch Code 2010). The Tender Fee is NON-REFUNDABLE.
4. Tender Document received after the due date/time will not be considered.
5. While sending sealed quotation/offer superscribe respective Tender Number and Due Date on the envelope.
6. NESAC, UMIAM is not responsible for any postal delays/loss of documents in transit.
7. If the date specified for submission/opening of tenders is declared as a holiday abruptly, the due date for submission/opening of the tenders in such cases shall be postponed automatically to the next working day.
8. **All pages forming part of the tender documents should be duly signed, stamped and submitted to NESAC. Pages not signed and stamped will be considered invalid and rejected.**

Dated: 01.10.2022

Sd/-
निदेशक, एनईसैक / Director NESAC

उत्तर पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
भारत सरकार/Govt. of India, अंतरिक्ष विभाग/Dept. of Space
उमियम/Uiam – 793103, मेघालय/Meghalaya
Tel: 0364-2570140, Fax: 2570139

No. NESAC/SHOP/2022

Dated: 01.10.2022

TENDER NOTIFICATION

निदेशक एनई-सैक उमियम मेघालय, प्रतिष्ठित सेवा प्रदाताओं, फर्मों, ठेकेदारों आदि से निम्नलिखित दुकानों को चलाने के लिए लाइसेंस प्रदान करने हेतु मोहरबंद प्रस्तावों को आमंत्रित करते हैं/Director, NESAC, Umiam, Meghalaya invites sealed offers from reputed Service Providers, Firms, Contractors etc for grant of license to run the following shops:

Sl. No.	Category	Shop No. and area	Location
1	Refreshment Café	Shop No. 1 (25 Sq Mtr)	NESAC, Residential Complex
2	Fruits &Vegetables Store	Shop No. 3 (17.1 Sq Mtr)	NESAC, Residential Complex
3	Furnished Hair Cutting Salon Shop	Shop No. 4 (17.1 Sq Mtr)	NESAC, Residential Complex

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 in respect of each from the applicants should be accompanied with Earnest Money Deposit of Rs 500/- (Rupees Five Hundred only) in the form of Demand Draft drawn in favour of Director, NESAC and payable at Umiam. 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 adjusted with the security deposit.

The bid application form and terms and conditions (Annexure-I and Annexure-II) can be downloaded from the NESAC website www.nesac.gov.in from 01.10.2022 to 14.10.2022 (upto 1100 hrs). The application form duly filled in and signed by the applicant should reach the Administrative Officer, North Eastern Space Applications Centre (NESAC), Govt. of India, Dept of Space, Umiam, 793103, Meghalaya in sealed cover on or before 14.10.2022 by 1300 hrs. The due date for opening of the tender bids is 14.10.2022 at 1500 hrs.

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

हस्ता /Sd/-

निदेशक, एनईसैक / Director NESAC

उत्तर पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
भारत सरकार/Govt. of India, अंतरिक्ष विभाग/Dept. of Space
उमियम/Umiyam – 793103, मेघालय/Meghalaya
Tel: 0364-2570140, Fax: 2570043

**APPLICATION FOR GRANT OF LICENSE TO RUN FRUITS & VEGETABLES
STORE/REFRESHMENT CAFE/ FURNISHED HAIR CUTTING SALON SHOP
AT NESAC, UMIAM.**

1. Full Name of the Applicant :
2. Type of Store/Shop applied for :
3. Present Postal address with Phone No :
4. a) In case tender is a Partnership firm give
Names and address of persons and state
Whether registered under Partnership Act:
5. Date of Birth :
6. Previous experience in the relevant field
(Experience certificate/declaration to be
Furnished) :
7. PAN No.
8. Bank Account No. and Name of the Bank :
9. Identity Proof submitted :
10. Amount Proposed to be invested :
11. Source of investment :
12. How much license fee you are ready to pay
Per month for the shop applied (please
Mention the amount in figure and words) :

Signature of Applicant

Place:
Date:

Terms and conditions of Licensee Deed

1. The essence of the agreement is to run _____ Store/Shop in an area of _____ to cater to the daily requirements to the complete satisfaction of the Licensor and residents of NESAC Residential Complex, Umiam.
2. License fee shall be payable in advance, before 10th of every calendar month as 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.
3. The Licensee shall pay for the consumption of water, electricity and other amenities provided by Licensor at the rate, that may be fixed from time to time by Licensor and the same shall be paid within the 10th day of the succeeding calendar month.
4. 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.
5. An amount of ₹ 4000/- (Rupees Four thousand only) has to be paid as Security Deposit by a Demand Draft drawn in favour of Director, North Eastern Space Applications Centre, Govt. of India, Dept of Space, Umiam, 793103, Meghalaya. The Security Deposit made with the Licensor shall serve as a guarantee for the due and faithful discharge of his obligations to be fulfilled by him/her as Licensee under the various provisions of this agreement. The Security deposit will bear no interest.
6. 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 producing cash receipt issued by the Licensor and on production of clearance certificate showing no arrears to Licensor 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 Licensor against the Licensee.
7. 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. The maximum period of contract shall not exceed three years.
8. 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 Licensor to terminate the License on twenty four hour notice.
9. This agreement is liable to be summarily terminated in the event of breach on any conditions of the agreement by the Licensee.
10. 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.
11. The Licensor 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 NESAC, Umiam Community.
12. The License can be terminated by either side on one month's notice.
13. 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.

14. 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 other than in respect of a claim for the return of the Security Deposit money, subject to the provision herein contained as to the same, provided that nothing therein in this clause contained shall be deemed to prejudice or affect any claim which the Licensor may have against such heirs, executors, administrators or other legal representatives or in respect of any breach of the agreement by the said Licensee herein contained this lifetime or any right of indemnity the Licensor may have under and by virtue of the provisions of this agreement.
15. 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. Acts of profiteering and black marketing and the like on the part of Licensee will entail termination of License forthwith.
16. If the payment of License Fee falls in arrears or shall remain unpaid for 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 of 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.
17. 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.
18. 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.
19. The store shall be kept open from 8 AM to 9 PM for providing the intended service/retail sale of goods.
20. Though the Electric fittings has been provided by the Licensor, the licensee shall provide bulbs of such quality, make, candle powers etc., as may be prescribed by the Licensor.
20. No nail or peg of any kind shall be driven into the walls or the floors of the premises, without prior permission from Estate Manager, NESAC.
21. The licensee of the premises shall cause such premises to be cleaned as often as may be necessary and shall keep the surrounding areas of the premises absolutely clean and in tidy condition. Maintaining cleanliness in shop and front of the shop will be sole responsibility of the Licensee.
22. The Licensee or his/her duly authorized Agent shall be present, in person at the premises when the store is kept open.

23. The Licensee should not keep naked fire or light in the premises unattended.
24. The Licensor reserves the right of repairing or improving any part of the premises and no Licensee of the premises shall make any alteration whatsoever.
25. 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 Licensors at the Licensee's cost, and the cost of such repairs shall be paid to the Licensor in accordance with the assessment made by the representatives of Licensor authorized in this behalf.
26. If the Licensee fails to withdraw from the properties of the Licensor 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 Licensor 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.
27. 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 licensor for any damage which the licensee may sustain on account of fire or any other causes.
28. The Licensee shall stop selling when required by the Licensor any or all of the goods allowed to be sold on the occurrence or outbreak of dangerous epidemic in the neighborhood and for as long as it is considered necessary, without claiming any compensation from the Licensor 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 Licensor 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.
29. 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 Estate Manager 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 Licensor in such matters shall be final and binding on the Licensee.
30. 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.
31. None of the persons deployed by the Licensee shall be allowed to be in the premises after timings of Vegetable Shop/Refreshment Cafe/ Furnished Hair Cutting Salon or to use the premises for the residential purpose.
32. The Licensee shall not use the premises for any other activities except the purpose for which it has been provided.

33. 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 Licenser and the persons deployed by the Licensee.
34. Licensee should intimate to the Licenser 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.
35. Every Licensee of the premises shall afford at all times free access to every part of the premise for the purpose of inspection by the Licenser or any officer deputed for the purpose to inspect the wars and commodities, the Licensee may trade in.
36. The Licensee shall comply with the direction and orders of the Licenser 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 Licensers in all matter pertaining to the conduct of the business.
37. Nothing herein contained shall be construed to create a tenancy in favour of the occupier of the said premises and the Licenser may act upon and make possession of the said premises.
38. The Licensee shall not, without prior consent in writing of the Licenser, assign or sublet the shops or any part thereof to anyone. If Licensee assigns or sublets to any person without obtaining prior consent of Licenser, 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.
39. 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 Licenser from and against all claims and penalties which may be suffered by the Licenser 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.
40. Save as otherwise provided all notice to be issued and action to be taken on behalf of Licenser shall be given or taken on behalf of Licenser by Estate Manager or any one authorized in this behalf.
41. 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.
42. The failure of the Licenser at any time to exercise any of its rights under this agreement shall in no way impair or affect its validity and Licenser's right to enforce its rights at any time subsequently.
43. The Courts at Shillong alone shall have the jurisdiction to entertain any dispute or proceedings arising out of the agreement.

Hindi version will follow.