



## NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH BHUBANESWAR

Advt. No. - 01/2018

### NOTICE FOR OPENING OF NIGHT CANTEEN

NISER Bhubaneswar Invites Expression of Interest (EOI) from various parties/vendors for running of night canteen at Students Activity Centre, NISER campus. For the night canteen **Kiosk is to be built & maintained by the interested parties at their own cost.** The period of contract for running of night canteen will be initially for a period of two years, further extension could be considered on the basis of satisfactory performance.

Interested firms may submit Expression of Interest (EOI) to the **Dean, SA, NISER, BHUBANESWAR** on or before **24.09.2018** by **3:00 p.m.** The EOI must be submitted in one envelop superscribed "NOTICE FOR OPENING OF NIGHT CANTEEN IN SAC, NISER, BHUBANESWAR". The EOI envelop must possess the following documents: -

- (1) Tender paper cost ₹150/- (Non-refundable) in the form of DD drawn in favour of *Director, NISER*
- (2) Complete notice duly signed (on each page).
- (3) Application form duly completed in all respect.
- (4) EMD of ₹1,000/- in the form of DD drawn in favour of *Director, NISER*.
- (5) Self-attested Copy of the valid trade license from appropriate authority.

***In absence of any of the above documents in the envelop, the bid will be summarily rejected.***

#### **OBJECTIVE**

To provide night canteen at campus every day from 08:00 pm to 03:00 am with tea, coffee and branded eatables/beverages in SAC.

#### **ELIGIBILITY**

- (1) Parties/agencies must be Indian nationals.
- (2) Parties/agencies must possess valid trade license from appropriate authority.

#### **GENERAL TERMS & CONDITIONS FOR OPENING OF NIGHT CANTEEN**

- (1) The proposal should be filled in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialled by the Proposer.
- (2) The successful agency/party has to deposit ₹35,000/- as interest free *security deposit* in the form of DD drawn in favour of DIRECTOR, NISER payable at Bhubaneswar within 15 days of the award of the service contract.
- (3) The EMD of unsuccessful agency will be returned and EMD of the successful agency shall be returned after deposit of *security deposit*.

(4) The permission for opening a shop shall be given through selection only on the basis of highest offer (over and above the minimum monthly rent i.e, ₹404/-). Any price quoted below the minimum monthly rent, the Bid shall be rejected.

(5) The service charge or any other charges/taxes (if any) as applicable from time to time shall have to be paid by the tenant(s) separately.

(6) The permission to open a night canteen to the eligible and successful bidder shall be subject to the full amount of rent due for the contract period in advance to NISER and on execution of agreement/rent deed on non-judicial stamp paper costing ₹100/- (INR One Hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the allottee.

**(7) The allottee or his/her representative has to build the kiosk at the designated place in consultation and approval of the competent authority of NISER.**

(8) The shop allottee shall have to pay the electricity bill as per actual meter reading to NISER and water charges at a flat rate of Rs.60 per month.

(9) The allottee shall not utilize any additional common space other than the shop. The encroachment of other open space shall not be allowed and will attract penalty as decided by the competent authority of NISER.

(10) If the shop remains closed continuously for more than 3 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop.

(11) Rent once paid will not be refunded under any circumstances.

(12) The allottee shall not transfer or sublet the shop or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.

(13) The Institute shall be entitled to recover any outstanding dues including penalty/fine, instalment and other due from security deposit of the Licensee.

(14) The Licensees will not be allowed to open the facility of the shop to the outsiders. The shops are solely meant for use by the Residents, Students, Visitors and Staffs of the Institute.

(15) The Shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute subsequently.

(16) The items that will be decided by the Institute from time to time only will be sold in the shop.

(17) Articles required/sold shall be of the best available quality, reliable and economical. The approved articles/ items sold/ stored for sale in the shop shall be of good quality, if sub-standard quality is found, Competent Authority or any other officer authorized by him on his behalf may seize the whole stock and order the destruction there of.

(18) The rate of various Items, services are to be displayed in the shop. Receipt shall be provided to all customers for every item sold whether the same is demanded by customer or not.

- (19) Over charging of rates is strictly prohibited. In case of default, his contract will be cancelled.
- (20) The sale, storage or stock of narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the shop. Further, smoking and consumption of alcohol/intoxicants in the premises are strictly prohibited.
- (21) The allottee/shop owner shall maintain the premises in good condition and keep it clean and tidy always.
- (22) The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times failing which penalty of ₹500/- per event will be imposed and will be recovered from security deposit.
- (23) In case of any loss or damage caused to the customers due to negligence of the allottee/employees, the Licensee shall be responsible to make good the loss to the customer.
- (24) No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the allottee/shop holder and will be provided to competent authority as and when demanded.
- (25) The allottee/shop owner will not appoint any employee without proper police identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office. Rather, they shall be treated as like-licensee in this regard.
- (26) The allottee/shop owner shall be fully responsible for the discipline of his/her employee(s) and employee(s) shall be properly dressed and ensure that the dress is neat & clean at all times.
- (27) The allottee/shop owner shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in shop, if any.
- (28) The allottee/shop owner shall not raise any legal dispute in the court of law and dispute if any arises, the matter will be referred to an Arbitrator who would be the Director, NISER Bhubaneswar or the person appointed by him and his decision shall be final and binding.
- (29) The decision of Director, NISER Bhubaneswar in regard to interpretation of the terms & conditions shall be final and binding.
- (30) All disputes arising during the license period shall be subject to the jurisdiction of Bhubaneswar only.
- (31) During currency of the contract, the contract could be terminated by either side by giving 03 months' notice.
- (32) Additional condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the agency whenever such need arises.

**APPLICATION FORM**

1	<b>Applicants Full Name :</b>	
2	<b>Correspondence Address :</b>	
3	<b>Permanent Address :</b>	
4	<b>Contact No. :</b>	
5	<b>Details of valid trade license</b>	
6	<b>Quoted Rent (per month): *</b>	

\* Please refer point 4 of the general terms and conditions of the notice.

I undersigned Shri/Smt. \_\_\_\_\_ have read all the Terms & Conditions mentioned in this document and shall abide with the same. I hereby submit my unconditional quote.

Date: \_\_ \_\_ / \_\_ \_\_ / 20 \_\_ \_\_

Applicant's signature

With seal