



राष्ट्रीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, भुवनेश्वर

(परमाणु उर्जा विभाग, भारत सरकार का एक स्वयं शासित संस्थान)

NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, BHUBANESWAR

(AN AUTONOMOUS INSTITUTE UNDER DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA)

At/PO-Jatani, Dist. Khurda, Pin-752050, Odisha

NIT No. NISER/EM/Shop-Allotment/2018/01

Dt. 23rd Aug 2018

GENERAL TERMS & CONDITIONS FOR LEASING OF TWO SHOPS IN SHOPPING COMPLEX, NISER BHUBANESWAR, JATNI CAMPUS

Sealed Bids are invited for leasing out of two shops in the new Shopping Complex, NISER Bhubaneswar, Jatni Campus. The **proposals shall reach latest by 14th Sept. 2018 at 03:00 PM with Administrative Officer-III (in charge of Shopping Complex), NISER Bhubaneswar, Jatni, Khurda, Pin-752050, and will be opened at 11:00 AM on 17th Sept. 2018** in the presence of the proposers or their authorized representatives who may like to be present.

- A. The proposal should be filled in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialed by the Proposer.
- B. **Before participating in the tendering process each intending bidder shall affix signature with date on the copy of the condition for Rent of shops, as a token of acceptance of the condition of Rent of Shop contained herein after and shall furnish full name & address of the individual, company, firm on whose behalf the participant is interested to bid.** The name of persons, company and full postal address should be furnished. All correspondence made by the Bidder to this furnished address shall be considered as correctly delivered notwithstanding any change in postal address, shall have to be intimated to the **Administrative Officer-III (in charge of Shopping Complex), NISER Bhubaneswar, Jatni, Khurda, Pin-752050.**
- C. Person intending to participate in the Bid shall have to pay the specified EMD through Demand Draft drawn in favour of Director, NISER payable at Bhubaneswar. Director, NISER or any other officer duly authorized by him shall have the right to withdraw any shop or shops from being leased out. He may accept or reject any bid/offer or may stop any bidder at any stage from bidding without assigning any reason thereof. No appeal against above action by the Institute shall be entertained. The Shop Allotment Committee shall conduct the Bid of any shop/shops in the following manner: -
 1. The EMD of unsuccessful bidder will be returned and EMD of the successful bidder shall be retained and adjusted at the time of final payment made by the bidder towards security deposit. No bidder shall be permitted to retract the bid. In the event of dispute between the bidder, the dispute shall be decided by Director, NISER. His decision in this respect shall be final and binding on all persons offering bids at the auction. The bids offered in any other manner except hereto before mentioned shall not be considered.
 2. **The shops shall be allotted through Bid only and to the highest offer for rent by bidder only.**
 3. Participant of Bid may offer his highest monthly rent for particular shop he/she willing to keep on rent. Participant can apply for each shop, but one person can get only one shop. The detailed **"Shop Allotment Rules and Guidelines 2016"** is attached as **Annexure-I** to this tender.

4. The firm shall pay License fee as decided by the Institute and it may be revised. The detailed rules and guidelines are available in Shop Allotment Rules and Guidelines 2016 at **Annexure-I**.
5. The minimum rent per month of each shop is Rs. 2.50 Per Sqft of Plinth area, the area of the offered shops is given below. **Any price quoted below the minimum monthly rent, the Bid shall be rejected.** The area and minimum monthly rent of shops shall be as under,

Type of Shops	No.s	Area of each Shop (in Sq. ft.)	Rent per Sq. Ft.	Minimum Rent per Month
Big Shop	Ground Floor-8 No.s First Floor-8 No.s	296.0075	Rs. 2.50	Rs.740/-
Small Shop	Ground Floor-10 No.s	161.459	Rs.2.50	Rs.404/-

6. 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. Such Service Charges/taxes shall be collected by NISER from the tenant/s along with the rent and in turn shall pay to the concern authority. The period of allotment shop will be as per **Shop Allotment Rules and Guidelines 2016 at Annexure-I**.
7. Total 18 numbers of shops available on ground floor and 8 numbers of shops are available on first floor. The **cost for applying for the Bid is Rs. 1000/- (Non Refundable) as tender cost for each shop.** The details of the shops, presently offered for BID in NISER Shopping Complex are given below:-

Sr. No.	Description	Type of Shop	Variety of Shop	EMD/Security
1	Shopping Complex Near Main Gate No.2, NISER Bhubaneswar Campus at Jatni	Small Shop (161.459 Sq. ft.)	Vegetable Shop: All seasonal and farm fresh vegetables	10% each of Annual Quoted Rent through DD drawn in favour of Director, NISER
2	-Do-	Big Shop (296.0075 Sq. ft.)	Medicine Shop: All types of medicines and medicinal items, hospital consumable items, toiletries, etc.	-Do-

8. The allotment of shop to the eligible and successful bidder shall be given on full payment of amount of security deposit and EMD to NISER and on execution of agreement/rent deed on non-judicial stamp paper costing Rs. 100/- (Rs. One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder/allottee.
9. The shop holder/allottee or his/her representative is restricted to make any change in electrical wiring, fittings etc without prior permission of the Institute. The shop holder/allottee or his/her representative shall not make any structural changes in the shop allotted to him/her under any circumstances. If at any time it is found that the structural changes have been made which directly or indirectly is effecting the stability of the building, the said deed shall be cancelled immediately and the shop holder/allottee will be prosecuted and the shop impounded with risk and cost of the defaulter shop holder/ allottee concerned. The details are enumerated in **Shop Allotment Rules and Guidelines 2016 at Annexure-I**.

10. The shop holder/allottee shall have to pay the electricity bill as per actual meter reading to NISER and water charges at a flat rate of Rs.100 per month for Big Shops and Rs.60 per month for Small Shops, however if more than one tap is used, the cost towards water charges will be double the charges.
11. However, in case of telephone connections, charges on account of fire safety, insurance cover and security of article within the shop and any other charges, the same shall be made and arranged on his/her own, by the allottee/shop holder. The NISER will not be responsible for any kind of such payment under any circumstances. The shop holder/allottee shall be solely responsible for discontinuation of any such service due to nonpayment of bills etc, without any liability on NISER.
12. The shop holder/allottee shall not utilize any additional common space other than the allotted area of shop. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty, in terms of **Shop Allotment Rules and Guidelines 2016 at Annexure-I**.
13. The lease period will be for the period of one year from the date of allotment unless terminated earlier by the Institute for violation of any of the terms and conditions of the Lease/Agreement. The lease period is likely to be extended further as per the terms and conditions stipulated in Shop Allotment Rules and Guidelines 2016, at Annexure-I.
14. The ownership of the shop and its legal possession will remain with NISER Bhubaneswar. The allottee will have the right to use the shop during the license period for the approved purpose only.
15. The shop shall remain open for seven days a week and during the time as decided by the institute. Any closure must be done with approval of competent authority of the institute and proper prior notification among the residents of the campus, NISER community.
16. If the shop remains closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
17. The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the shop premises.
18. During the period of lease, if the shop is required by the Institute, the lease can be cancelled and the allottee shall have to vacate the shop within the time specified in the Shop Allotment Rules and Guidelines 2016, at Annexure-I. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
19. 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.
20. The allottee shall arrange his/her own furniture, partition, installations, shelves, etc. inside the Shop.
21. The Institute shall be entitled to recover any outstanding dues including penalty/fine, installment and other due from security deposit of the Licensee.

22. 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.
23. 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 initially or subsequently. The allottee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money in case some other shop is constructed in the Institute campus or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
24. The items shall be sold in the shop as decided by the Institute from time to time.
25. 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 anything sub-standard quality found Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction thereof.
26. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
27. Only such articles shall be offered for sale, which are particularly approved by the Institute for the shop. The Institute may by order in writing prohibit the sale of the articles, which are in contravention of the instructions.
28. 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.
29. The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punishment including cancellation of license can be imposed.
30. The Licensee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the Institute shall have the right to see all these Complaint Books as and when required.
31. In case of any default, complaint or deterioration of requisite quality of items, the Licensee shall be liable to pay reasonable penalty levied by the Institute and shall deposit the penal amount as per direction of the Institute.
32. Over charging of rates is strictly prohibited. In case of default, his license will be cancelled.
33. The sale, storage or stock, deposit 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.
34. The allottee/shop owner shall maintain the premises in good condition and keep it clean and tidy always.
35. 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.

36. In case of any loss or damage to the Customers due to him/her employees negligence, the Licensee shall be responsible to make good the loss to the customer.
37. **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.
38. 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.

The allottee/shop owner shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.

39. The allottee/shop owner shall be responsible for the repair of shop required, if any, during the lease period.
40. The allottee/shop owner shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs. 1000/- can be imposed on the licensee by the Competent Authority.
41. On cancellation of lease, the shop shall be vacated by the allottee/shop owner immediately from the date of issue of notice in writing by the Institute. The Institute shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute.
42. 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.
43. The allottee/shop owner shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the Director, NISER Bhubaneswar or will be appointed by him and his decision shall be final and binding.
44. The **decision of Director, NISER Bhubaneswar in regard to interpretation of the terms and conditions shall be final and binding** and shall not be called in question in any proceedings before any court or forum.
45. All disputes arising out during the license period shall be subject to the jurisdiction of Bhubaneswar only.
46. All other terms & conditions, rules and regulations are mentioned in **Shop Allotment Rules and Guidelines 2016 at Annexure-I.**
47. Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the firm in due course.
48. The allottee/shop holder shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of Lease Agreement, the lease/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.

INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our Campus on any working day. In case of any further clarification, the bidders **may contact Administrative Officer-III, in charge of shopping complex, Administration Building, NISER Bhubaneswar Campus, At/Po- Jatni, Pin-752050, Khurda, Odisha, India**
2. The **bids must be submitted in one packet super scribed "NIT FOR LEASING OF TWO SHOPS IN SHOPPING COMPLEX, NISER, BHUBANESWAR, NIT No. with Date and Last Date of Submission** mentioning as per the following.
 - a) Detailed Proposal in the attached format along with additional information, if any.
 - b) Experience.
 - c) Credentials.
3. The required **E.M.D in the shape of Demand Draft drawn in favour of Director, NISER along with the application and non-refundable fee of Rs.1000/-shall be submitted to Administrative Officer-III, Estate Management, Administration Building, NISER Bhubaneswar Campus, At/Po- Jatni, Pin-752050, Khurda, Odisha, India or send by Speed Post or dropped in the Tender Box kept in the Estate Management Section of the Institute, before the last date indicated above.**
4. **Late or incomplete bids will be summarily rejected or in case the bid is not submitted with the appropriate authority, the same shall be summarily rejected.**
5. **Bids without EMD, application fee will not be honored and liable to be rejected.** The E.M.D will be refunded to the unsuccessful bidder.
5. All relevant information and documents must be furnished along with the proposals.
6. The Institute reserves the right to cancel/reject any or all offers without assigning any reason whatsoever.

Administrative Officer-III
In charge of Shopping Complex
NISER, Bhubaneswar
At/Po- Jatni, Pin-752050
Khurda, Odisha

APPLICATION FORM (BID DOCUMENT)

Applicant :- _____

Full Name :- _____

Address & Contact No.:- _____

Shop Type :- _____ (Pl. mention: Big or Small)

Variety of the shop _____(Pl specify)

Area: - _____

Minimum Rent (per month):- _____

Bid/Quoted Rent (per month):- _____

I the undersigned Shri/Smt. _____

Age @_____ Resident of:- _____

have read all the Terms & Conditions mentioned in this bid document and Shops Allotment Rules and Regulations 2016, and shall abide with the same. I hereby submit my unconditional quote.

Date: -

**Applicant's signature
With seal**

**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, BHUBANESWAR
JATNI, KHURDA, ODISHA
SHOP ALLOTMENT RULES AND GUIDELINES 2016**

1 PROCEDURE FOR ALLOTMENT OF SHOPS

The Director may constitute a Shop Allotment Committee for the purpose of making recommendations regarding allotment of shops.

2 SHOP ALLOTMENT COMMITTEE

Functions:

The Shop Allotment Committee shall;

- (1) Scrutinize the “price quotations/ bids” for various types/classes of shops.
- (2) Make recommendations regarding allotment of vacancies in the various types/classes of shops in different pools for the approval of the Director.
- (3) Consider any other matters relevant to the allotment of shops which may be referred to it, and make appropriate recommendations thereon for the consideration of the Director.

3. RULES AND REGULATIONS FOR ALLOTMENT OF SHOPS IN NISER, CAMPUS

- 1) All shops in NISER are to be allotted on license fee basis through open tender. The highest bidder in the open tender are allotted the shops initially for a period of 12 months extendable for two more terms, each term will be of 12 months duration, based on satisfactory performance of the allottee.
- 2) The contract of shops can also be extended to the same allottee beyond 3 years, for two more terms, for a period of 3 years each, at a time. All the allotments pertaining to shops will be made subject to an annual increase in the license fee @ 10% every year, on the license fee charged in the preceding year. The allotment of the shops to the same allottee can be renewed maximum upto 10 years subject to fulfillment of other prescribed terms and conditions of the contract and the tenure of license. However, the same allottee can participate in open tender after completion of ten years for further allotment.
- 3) Only one shop is to be allotted to a family which would include self/ spouse, dependent father, mother, dependent son, daughter-in-law, unmarried daughter and that member of same family would not be allowed to secure any subsequent allotment of shops through any other business transactions such as partnership or purchase etc.
- 4) All offers of allotment of shops shall be made by the Shop Allotment Committee with approval of the Director.
- 5) The allottee must produce an affidavit on a non judicial stamp paper worth Rs. 100/- (to be procured at it's own cost) giving the present as well as the permanent residential address, recent passport size photograph(s) and self attested copy of the PAN Card, along with the Bid. The allottee shall submit self police verification certificate at the time of allotment of the shop.
- 6) All allotments shall be made only on lease and license basis. However, before the occupation of the shops the allottee, after getting the allotment letter shall have to: -

- (i) Pay the full amount of license fee for the full term of allotment in advance as indicated in the allotment letter.
 - (ii) Pay the license fee for a year in advance in case the shop is allotted for 3 years. The rest of license fee will be deposited in the beginning of the subsequent years on yearly basis. If the allottee fails to deposit balance license fee in the beginning of next consecutive years, the contract may be cancelled and EMD and security deposit will be forfeited.
 - (iii) Security deposit as prescribed in rules will have to be deposited in advance before occupation.
 - (iv) Security deposit will be refunded on successful completion of the tenure of contract.
 - (v) Execute a lease and license deed in the prescribed Performa on stamped paper worth Rs 100/-.
- 6) All formalities in respect of allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the allottee within 30 working days of allotment.
 - 7) All allottees have to arrange license (if required) on it's own, to run the requisite shops and also to comply with the provisions of Child Labor (Prohibition and Regulation) Act, Shops and Establishment Act, Food Safety and Standards Act and any other statutory regulations as notified by Govt. from time to time.
 - 8) Sale of narcotics is strictly prohibited in the shops.
 - 9) Any breach in the terms and conditions of the contract between the Institute and allottee will provide an opportunity to the Institute to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the EMD/Security as penalty.

4. RESRVATION FOR ALLOTMENT OF OUT-OF-TURN PRIORITY OR ON CONCESSIONAL BASIS AND LICENSE FEE FOR ALLOTMENT FOR SPECIAL REASONS:

- a) The Director may reserve upto 10 % of the total number of shops of different types for any specific purpose, as the Director may decide for out-of-turn allotment to the following categories of persons: -
 - Female entrepreneurs
 - Son, daughter or the spouse of an employee who was in occupation with the Institute prior to his/her retirement or death while in service or for any specific reason on recommendation of the Shop Allotment Committee, as the case may be, the same may be considered for an out-of-turn allotment

5 ALLOTMENT ORDERS AND EXECUTION OF LICENCE DEED

The Chairman of the Shop Allotment Committee or the Officer dealing with the work relating to allotment of shops shall, after the approval of the recommendations of the Shop Allotment Committee by the Director, issue orders regarding allotment, also mentioning the specific conditions, if any, stipulated in each case and execute / sign license deed for the allotted shops.

6 LICENSE FEE AND OTHER CHARGES :

- Every allottee of shops shall, in addition to payment of the prescribed license fee, will also be liable to pay local municipal service charges (if applicable), charges for consumption of electricity at actual and water charges and any other service provided to the allottee for the

shop allotted to him or her for the buildings of which the allotted shop forms a part, and any other charges that the Institute may, from time to time prescribe.

- Revision of minimum license fees: The shop allotment committee may revise the minimum license fees for all NISER shops periodically with the approval of the Director.

7 ACCEPTANCE OF ALLOTMENT :

An allottee shall communicate the acceptance of the allotment made to him or her within 7 working days from the receipt of order of allotment. On acceptance, he/she shall occupy the premises after depositing the license fee etc. within fifteen days from the date of acceptance unless the premises are certified to be uninhabitable by the Estate Office/Works Section. The Director may, on receipt of a request from the allottee, suitably extend the period stipulated for occupation of the allotment and provided further that if premises allotted is not occupied within the prescribed or extended time limit, the allotment shall be deemed to have been cancelled on the expiry of the said time limit and the allottee shall not be eligible for another allotment for one year from the date of such cancellation.

At the time of occupation of the shops allotted to him/her, the allottee shall be required to sign an agreement and inventory of fixtures and other fittings provided in the shops. The allottee shall also furnish an undertaking in estate office agreeing to abide by the terms and conditions of allotment and deduction of license fee and recovery of any unpaid dues from his/her security amount, if necessary.

8 COMMENCEMENT OF ALLOTMENT :

For the purposes of liability for payment of license fee and other charges, an allotment made under these rules shall, unless otherwise provided in the terms of allotment in a particular case, take effect from the date as mentioned in the allotment letter.

9 SUBSISTENCE OF ALLOTMENT :

The allotment made under these Rules, shall subsist until: -

- (i) it is surrendered according to the provisions of these rules or
- (ii) it is replaced by another allotment or
- (iii) it is vacated by the allottee or
- (iv) it is cancelled or deemed to have been cancelled under the orders of the Director. If the allotment is cancelled for any reason(s), the security deposit will also be forfeited.
- (v) If an allottee is found to be unable to run the shop or he/she leaves in between, then also the license fees, security deposit will be forfeited.

10 SUB-LETTING AND SHARING :

No allottee shall sublet / share the whole or any part of the allotted shop. In case of subletting, the allottee shall render himself/herself liable to the payment of license fee up to four times the "standard license fee" of the shop in addition to the cancellation of the allotment.

11 MAINTENANCE OF SHOPS:

- i) The allottee, shall maintain the shop to the satisfaction of the Institute or any other official nominated by the Director to ensure proper maintenance of the shop.
- ii) The allottee shall allow the maintenance staff authorized by the Institute to have access to the premises at all reasonable hours for inspection.
- iii) An allottee or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the Institute nor cut or lop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the shops except with the prior written permission of the appropriate authority.
- iv) An allottee shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbors by their conduct.
- v) The allottee shall not undertake any structural change or alternation without written permission from the appropriate authority of the Institute.

12 RESTRICTED MATERIALS :

No inflammable material shall be stored in the shops.

13 DAMAGES / THEFTS :

An allottee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the shops or theft of any of these items during the period of his/her occupation of the shops. The allottees have to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Estate Management office, along with the Police Verification Certificate.

14 LIABILITY OF LICENE FEE:

- Where an allotment has been accepted, the liability for payment of license fee and other charges will be with effect from the date as mentioned in the allotment letter.
- Subject to the provisions of these rules an allottee, if fails to take possession of the allotted shop within the prescribed time limit, will lead to forfeiture of the EMD and Security deposit.

15 OVERSTAY IN SHOPS AFTER CANCELLATION OF ALLTOMENT:

Where an allotment has been cancelled or is deemed to have been cancelled under the provisions of these Rules and the allottee concerned has not vacated it within the prescribed time-limit, he/she shall be liable, in addition to any other action, to pay damages for unauthorized occupation and use of the premises, which may amount upto Rs.500/- per day, along with forfeiture of the Security Deposit. If necessary, the Institute may evict the defaulter with the help of the appropriate local authority. Such allottees will be debarred from any further allotment process.

16. ISSUE OF INSTRUCTIONS :

The Director, may issue any instructions / orders, etc., in pursuance of these Rules, or may authorize the Estate Office to issue such instructions / orders and all such instructions / orders, shall be binding on the allottees.

17. LICENSE: In every case, the allottee shall be deemed to be Licensee and not a tenant.

18. INTERPRATATION AND RESIDUAL MATTERS:

On any question of interpretation of these Rules, the Director's decision shall be final. The matters, or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

19. TO A LEGAL HEIR:

On the death of an allottee the shop may be regularized in the name of his/her legal heir, provided an affidavit is given by each of the remaining legal heirs of the deceased allottee to the effect that they have no objection to such allotment /regularization.

The regularization of allotment in the name of legal heirs on the death of the allottee will be made on the same license fee which the deceased allottee was actually paying or was liable to pay for the premises immediately before his/her death.

20. RESTRICTION OF TRADES:

When a shop is allotted for a specific trade viz., grocery, snacks, stationery etc. the allottee will not ordinarily be allowed to change the trade. The allottee must not indulge in 'unfair trade practices' as per the existing rules of the Government.

21. RELAXATION OF RULES:

The Director of the Institute may, for reasons to be recorded in writing, relax all or any of the provisions of the rules/instructions governing the policy of allotment, regularization, restoration of shops etc., in the Institute.

22. ELECTRICITY AND WATER CHARGES:

The requisite formalities for taking Electricity connection will be required to be completed by the allottee as per Institute rules. The electricity charges will be payable on the actual basis. The allottee shall be responsible for payment of electricity charges as per energy bills raised by the Institute as per CESU rules. Water bills per month will be paid by the allottee as per the rate decided by the Institute from time to time.

23. CHANGE OF PURPOSE OF SHOPS/CANTEEN/ BOOTH ETC.:

If shop allotment committee feels that for a particular shop there is no bid/ price quotation and shop/ canteen /booth etc. remain vacant. The committee can change the purpose of shop/ canteen/ booth etc. for the purpose of its allotment and call for fresh bids as per rules.

24 MISCELLANEOUS:

- 1) The Institute reserves the right to inspect/check the quality of edibles, selling rates of all items. Any excess charging from customers and if the items being sold are found to be of poor quality or unhygienic and the cases falling within the definition of misconduct with customers will tantamount to breach of contract agreement.
- 2) The Institute shall be at liberty at any time to put an end to the contract by giving 30 days notice as deemed proper and reasonable and any such notice delivered to the allottee or his/her staff or pasted at the shop will be deemed to be sufficient.
- 3) All shops will display the price of all items sold in the shop, not having printed MRP. The facility will be available for all days.
- 4) Time to time the performance of shops will be evaluated. The feedback reports will be taken from students/ staff/ faculty/residents of the Institute in terms of rate, quality, hygiene, cleanliness, availability of items, conduct of allottee and its staff. The overall performance will be assessed by shop allotment committee.

DEFINITIONS :

- a) **“Director”** means the Director, NISER.
- b) **“Shop Allotment Committee”** means the committee constituted by the Director, from time to time, to consider allotment of shops under these rules and other matters connected therewith.
- c) **“Institute”** means the NISER.
- d) **“Allotment”** means the grant of License to a person to occupy a shops in accordance with the provisions of Shop Allotment Rules.
- e) **“Allotment Year”** means the year beginning 1st of January or such other period as may be notified by the Director, NISER.
- f) **“Family”** means the wife or husband, as the case may be, children, “step-children, legally adopted children, parents, and brothers and sisters who ordinarily reside with and are dependent on the allottee.
- g) **“License Fee”** means the sum of money payable in respect of a shop/commercial accommodation allotted in accordance with the provisions made in these Rules.
- h) **“Sub-letting,”** means, unauthorized letting out whole or part of the accommodation by an allottee to another person with or without payment of license fee by such other person.
- i) **Chairperson - Shop Allotment Committee”** means the Chairperson of the committee constituted by the Director, from time to time, to consider allotment of under these rules and other matters connected therewith.
- j) **Tender:** To be published in News paper seeking bids for the allotment of shops.