

TENDER

DOCUMENT FOR

AUCTION OF ONE SALE COUNTER

IN

**ICAR-Research Complex for Eastern
Region**

AUCTION NOTICE No. 01/2026-27



Issued By:

भारतीय कृषि अनुसंधान परिषद का पूर्वी अनुसंधान परिसर
ICAR RESEARCH COMPLEX FOR EASTERN REGION
(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

आई.सी.ए.आर. परिसर, पोस्ट-बिहार वेटनरी कॉलेज, पटना- 800014 (बिहार), भारत
ICAR Parisar, P.O. - Bihar Veterinary College, Patna - 800 014 (Bihar), INDIA
फोन सं-Phone No. (0612) 2226024, 2228882*104, फैक्स सं-Fax No.2223956, Email: md.mustaque@icar.org.in



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Auction Notice No.	01/2026-27 dated 19.05.2026
Name of Service	Auction of One Sale Counter (No. 3)
Location	Main Complex, ICAR-RCER, Patna
Area of one sale counter	Approx. 100 sq. feet
Base Rate of monthly License fee	₹ 10000/- per Sale Counter
Timing of the Sale Counter	9:00 AM to 9:00 PM
Last date & time of receipt of Bid	Details are available on CPP Portal
Date & time of opening of technical bids	To be announced later
Date & time of opening of financial bids	To be announced later
Place of opening of tenders	ICAR Research Complex for Eastern Region
Link to download the tender document	https://icarrcer.icar.gov.in
EMD Amount (to be paid through Demand Draft or NEFT or RTGS only.)	₹ 30,000/- (Rupees Thirty Thousand) only
Note: <ol style="list-style-type: none">1. The Demand Draft is to be issued in favour of “ICAR Unit, ICAR-RCER, Patna” payable at “Patna” obtained from Nationalized Bank.2. For NEFT and RTGS, the details of bank account are as follows.<ol style="list-style-type: none">A. Name of the Bank Account: ICAR unit ICAR-RCER PatnaB. Bank Account Number: 11435537143C. Name of Bank and Branch: State Bank of India, Bihar Vet. College Campus Branch, PatnaD. Branch Code:- 09006E. IFS Code:- SBIN0009006	
The scan copy of Demand Draft/NEFT Transaction Details/RTGS Transaction Details must be uploaded at the respective places of CPP Portal. Further, the hard copy in case of Demand Draft should be submitted to the Assistant Administrative Officer (P), ICAR-RCER, ICAR Parisar, P.O. Bihar Veterinary Collage, Patna- 14 before bid opening date and time by Post/Speed Post/Courier only.	
Address for Communication:- The Administrative Officer, ICAR Research Complex for Eastern Region, ICAR Parisar, P.O.: Bihar Veterinary College, Patna-800014	



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F.No. IRCER/P&S-109/25-26/Auction/C-377546

Dated: 19.05.2026

Brief about Institute

The Institute is located at 25°35'30" N latitude, 85°05'03" E longitude, at an altitude 52 m above mean sea level.

ICAR Research Complex for Eastern Region, Patna came into existence on 22nd February 2001 after merger of Directorate of Water Management Research, Patna with the complex.

MANDATE

- Strategic and adaptive research for efficient integrated management of natural resources to enhance productivity of agricultural production systems in Eastern Region.
- Transform low productivity-high potential eastern region into high productivity region for food, nutritional and livelihood security.
- Utilization of seasonally waterlogged and perennial water bodies for multiple uses of water.
- Promote network and consortia research in the eastern region.

OBJECTIVE

- To facilitate and promote coordination and dissemination of appropriate agricultural technologies through network/consortia approach involving ICAR institutes, State Agricultural Universities, and other agencies for generating location-specific agricultural production technologies through sustainable use of natural resources.
- To provide scientific leadership and to act as a center for vocational as well as advanced training to promote agricultural production technologies.
- To act as repository of available information and its dissemination on all aspects of agricultural production systems.

- To collaborate with relevant national and international agencies in liaison with state and central government departments for technology dissemination.
- To provide need based consultancy and advisory support for promoting agriculture, horticulture and livestock in the region.
- Socio-economic evaluation and impact assessment of agricultural technologies.

MISSION

- Transform “Low Productivity-High Potential” eastern region into high productivity region for food, nutritional and livelihoods security in a manner that is environmentally sustainable and socially acceptable.
- Tap unutilized potential of vast seasonally waterlogged and perennial water bodies for multiple uses of water and aquatic crops for social upliftment.
- Poverty alleviation, livelihood improvement and women empowerment through income and employment generation through on-farm and off-farm job opportunities.
- Promote network and consortia research in the eastern Region.

VISION

- A broad based institutional framework to address diverse issues relating to land and water resources management, crop husbandry, horticulture, fishery, livestock and poultry, Agro-processing, and socio-economic aspects in a holistic manner for enhancing research capability and providing a backstopping for improvement in agricultural productivity and sustainability in the eastern region
- The complex has four divisions besides one research Centre located at Ranchi and two KVKs located at Buxar, Bihar and Ramgarh, Jharkhand.

INFRASTRUCTURE

The institute’s main campus-cum-laboratory building, guest house, residential complex and research farm is located at Patna and spread over 44 acre. It is situated near Patna Airport runway and about 12 km away from Patna Railway Station. Another research farm 42.57 acre of farm land is located at Sabajpura which is 8 km away from the main campus. Besides main campus at Patna, the institute has 425.83 acre of farm land of Research Centre located at Plandu, Ranchi. The institute also has two Krishi Vigyan Kendras at Buxar (25.64 acre) in Bihar and Ramgarh (19.04 acre) in Jharkhand.

The Institute has nine well-equipped laboratories, viz. plant science laboratory, plant protection laboratory, crop improvement laboratory, soil science laboratory, soil processing laboratory, livestock production and reproduction laboratory, animal health laboratory, feed analytical and biochemical laboratory and fisheries laboratory with all the latest equipment for research activities. An engineering workshop also caters to the

needs of the institute. In addition to these, meteorological observatory and pressurized irrigation system also exist at the research farm. The entire network administration of the computers, internet and website management is looked after by the ARIS cell. The ARIS cell also accommodates a fully developed Online Examination Centre. The Institute also has a well-established library, conference hall, committee room, training hall, guest house, PME Cell, etc. Institute has a cadre strength of 90 scientists, 61 technical, 47 administrative and 63 supporting staff. Presently the institute has 69 scientists and 22 administrative, 52 technical and 28 supporting staff.

IMPORTANT NOTES:-

Online bids are invited from the interested parties/firms/individual(s) for running sale counter at the aforementioned location in main campus.

- i. Tender Documents can be downloaded from ICAR-RCER website <https://www.icarrcer.icar.gov.in> or from the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website : <https://eprocure.gov.in/eprocure/app> for participating in the bidding process. Bidders should also possess a valid DSC for online submission of bids. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual bids / hard copy shall not be accepted.
- ii. **Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected and no correspondence in this regard shall be entertained.**
- iii. The Director, ICAR-RCER reserves the right and discretion to accept / reject any or all the tenders in part /full without assigning any reason thereof.
- iv. The Director, ICAR-RCER will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enroll their Digital Signature Certificate and upload their quotation well in advance.
- v. Any change / corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are, therefore, requested to regularly visit our website and CPP Portal for updates. (Institute Website:- <https://www.icarrcer.icar.gov.in>)
- vii. In case, any holiday is declared by the Government on the day of opening of the tender , the tenders will be opened on the next working day at the same time. The organization reserves the right to accept or reject any or all the tenders.

Sd/-
ASSISTANT ADMINISTRATIVE OFFICER

GUIDELINES FOR TENDER

General

1. The contract shall be awarded to the successful bidder to operate the aforesaid business on license basis, which shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions of contract, i.e., Appendix-B.
2. Each and every page of the bid must be signed by the bidder himself if the bidder is a proprietorship firm OR Individual and in case of a partnership firm, by a partner. However, in the case of a partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Any bid without authorization may be rejected.
5. Overwriting or cutting in bid document must be avoided. However, if any overwriting or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The bidder is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the bidder's own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The bidder shall give his/her full permanent as well as correspondence address in Annexure-I and shall also furnish/attached proof thereof.
8. The bidder whose bid is accepted, shall submit a ₹1000/- non-judicial stamp paper at its own cost to the Assistant Administrative Officer (P) for preparing the contract agreement to be signed by both the parties.
9. Prices to be quoted must be in Indian rupees and must be inclusive of all taxes.

Eligibility Criteria

1. The bidder must have Indian Nationality.
2. The bidder must have PAN and AADHAR.
3. The bidder must have GST and other statutory requirements.
4. The bidder must have Trade License and GST for such outlet in question as well,

if the related law so requires. If The bidder does not have Trade License and GST, He/She/They shall have to submit an undertaking that Trade License and GST shall be submitted to this office before final agreement lest his/her/their tender will stand cancelled.

5. The bidder/allottee/person already holding or awarded Stall No. 4 shall not be considered eligible for allotment of Stall No. 3 under this auction process. The Institute reserves the right to reject such bid(s) accordingly.

Earnest Money Deposit (EMD)

1. Every bid must be submitted with an Earnest Money Deposit as mentioned on Page No.2 in the form of Demand Draft of scheduled bank or online mode, in favor of the “The ICAR Unit ICAR-RCER, Patna”. Any bid which is not accompanied with the earnest money deposit shall be summarily rejected. Any bid accompanied by the cheque in lieu of earnest money shall also be rejected.
2. The earnest money of the successful bidder will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement.
3. The earnest money of the bidder who withdraws its tender in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.
4. The EMD of unsuccessful bidders shall be refundable to them after completion of the auction process.
 - A. However, the same shall be refunded within 90 days, after the receipt of written request from the bidder concerned in this behalf.
 - B. The EMD should be valid for a period of minimum three months.
5. The EMD of the bidder whose bid is finally accepted, shall be returned on deposit of the due security deposit as stipulated in the Terms & Conditions in Appendix-B.

Security Deposit (to be submitted by the successful bidder after award of contract):

1. Successful bidder shall have to deposit a security deposit of Rs. 1,00,000/- (Rupees One lakh) only for each sale counter through Demand Draft or Bank Guarantee (BG) of any scheduled nationalized bank drawn in favor of “The ICAR Unit, ICAR-RCER, Patna” payable at State Bank of India, BVCC Branch, Patna, which should be valid till three months in case of Demand Draft and two years in case of BG. The Security Deposit shall be submitted to this Institute before entering into agreement.

Documents to be attached with the tender

1. The bidder must attach self-attested copies of the following documents along with the technical bid. Any bid not accompanied by such documents would be liable for rejection:

- (a) Aadhar Card of individual applicant / person signing the bid.
- (b) Income Tax Registration Certificate / PAN No.
- (c) Bank Solvency Certificate / Last one year's bank statement.
- (d) Income tax return certificate of previous three years, If available.
- (e) Firm / Company Registration Certificate, if available.
- (f) GST Registration Certificate, if available.
- (g) Other Statutory Registrations / Licenses, if available.
- (h) Details/particulars of the firm submitting the bid in Annexure-I
- (i) Details of the workers who will work with the bidder, if contract is awarded.
- (j) Authority letter / Resolution in favor of the person signing the bid on behalf of the firm/Individual submitting the tender.
- (k) Earnest Money Deposit (EMD) as mentioned on Page-2.
- (l) Address proof.
- (m) Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

Submission of Bid

1. The bid shall be submitted in two parts i.e. **(i) Technical Bid and (ii) Financial Bid** in the following manner:
 - (i) **Technical Bid:** Technical bid shall consist of entire tender document i.e. Appendix-A, Appendix-B and Annexure-I along with all supporting documents as detailed above should be attached. The Technical bid shall be submitted on CPP Portal i.e. <https://eprocure.gov.in/eprocure/app>.
 - (ii) **Financial Bid:**
 - (a) The financial bid shall be submitted in Annexure-II only.
 - (b) The base rate of license fee is mentioned on Page-2 of this document. The base rate of license fee for bidding shall be as on the date of submission of bids. As such, bidders have to quote their financial bids over and above the said base rate.
 - (c) The bid submitted below the base rate shall not be entertained and be summarily rejected.
 - (d) The financial bid should be submitted separately.
 - (e) Any bid containing Technical Bid and Financial Bid in same section on CPP Portal shall be summarily rejected.
 - (iii) The tender will remain valid for 180 days from the date of opening of the bids. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 180 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the licensee at a later date, the bidder shall be competent to refuse.

Opening of Bids

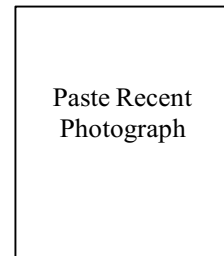
1. First of all, **Technical bids will be opened on the stipulated date and time as mentioned on Page No.2 of this document** or on the date and time as decided by the Institute. Thereafter, financial bids of all the technically qualified bidders shall be opened on the stipulated date and time as mentioned on Page No. 2 of this document/as per the provisions contained in CPPP.
2. The party, whose tender is accepted, will have to sign an agreement within 15 days from the award of the tender, failing which the EMD will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.

Acceptance / Non-acceptance of bids

1. The tenders that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
2. The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Bidder : _____
Name :- _____
Full Address :- _____

Telephone / Mobile No. :- _____
Email ID :- _____



TERMS & CONDITIONS OF CONTRACT

Scope of Contract

1. The contract comprises:

Auction of One Sale Counter (No. 3) for following purposes.

- a. Grocery cum Stationery Shop.

The necessary arrangement of all materials/goods/items/services to be offered to the prospective customer(s) at the respective Sale Counter(s).

This will also include transportation, cost of materials and labour. The licensee shall make his own arrangement for the safe storage of materials and accommodation for its staff etc.

Definitions

2. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.
 - (a) "Licensee" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the licensee's representative, successors and permitted assigns.
 - (b) "Director" means the Director of the ICAR Research Complex for Eastern Region, Patna.
 - (c) "Institute" means the ICAR Research Complex for Eastern Region through its Director or his representative.

Documents Forming the Contract

3. Appendix A, i.e., the Guidelines for bidders, Appendix B, i.e., terms and conditions of the contract, application / declaration (in the designated part of Annexure 1), the schedule of quantity and prices filled by the bidder (in the designated part of Annexure I), the financial bid in Annexure-II, the letter containing offer of award of contract issued by the Institute to the successful bidder and the acceptance letter submitted by the successful bidder in this regard, shall be integral part of this contract.

Duration of the contract

4. The duration of contract will be initially for a period of ELEVEN MONTHS from the date of signing the contract, with the First three months being the probation period; and, on satisfactory completion of the probation period, the contract will automatically be extended for rest of the EIGHT MONTHS. Further, the contract may be extended (11 MONTHS at a time) for two more occasions based on the past performance and with 10 % increase in license fee at the time of each extension.

License Fee, Electricity Charges & Other Provisions for Licensed premises:

5. The contractor shall be liable to pay the amount of monthly license fee as per Annexure-II or at the higher rate as arrived during the tendering process, regularly by 7th of each successive month for the shop/outlet space, which, however, shall be subject to change from time to time at the discretion of the Institute. Cleaning charges shall be paid extra as per the prevailing rates of the Institute. GST and other government taxes shall be paid extra by the licensee.
6. In case of failure to pay the License fee within the stipulated time as aforesaid, the licensee shall be liable to pay a sum of ₹1000/- per month over and above the License Fee on cumulative basis towards delay charges.
7. Besides, the licensee shall also be liable to pay the electricity charges on actual consumption basis to the Institute at the then prevailing rates along with the payment of monthly License fee. For the purpose, there shall be an electric sub-meter installed in the outlet by the Institute. The electricity charges shall, however, be subject to revision / change from time to time which shall be payable by the licensee as aforesaid at the then prevailing rates.
8. In case of non-payment of electricity charges in time, the licensee shall be bound to pay a penalty towards belated payment @ 5% per day of actual dues (to be rounded off) over and above the bill. Further, if the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, in this behalf and further necessary action, as deemed fit by the Director, will be taken.
9. Non-payment of License fee, the electricity charges and cleaning charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute and which shall not be challengeable by the licensee under any circumstances, whatsoever.
10. The licensee shall use the allotted premises ONLY for the purpose(s), for which it has been allotted by the Institute under the contract. The use of the premises for other purpose(s) will lead to the suspension / termination of contract with immediate effect.
11. The licensee shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Institute. The licensee shall always use the premises in a prudent and careful manner as if it were his own. Sale of any prohibited item shall lead to filing a criminal cases against the licensee and termination of contract.

Outlet / Shop Timing, Prices, Facilities and Services etc.

12. Timing of the outlet / shop shall be as mentioned on Page-2. Running the shop / outlet beyond this time shall be carried out only with the prior permission of the Institute.
13. The shop /outlet shall operate on all seven days of the week and there shall be no holiday under any circumstances, except with the prior instructions/approval

of the Institute.

14. All necessary furniture and other infrastructure shall be provided and maintained by the Licensee.
15. Facility of Payment through BHIM, UPI, Credit / Debit Card, etc. shall be made available for customers.
16. For the consumers who are not willing to pay in cash, the licensee shall facilitate with a swipe payment machine and shall also provide in the outlet the UPI based payment system. The licensee shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).
17. The licensee should have own mobile number(s) as well as its outlet personnel for contact by the Institute Authorities. The licensee shall display its telephone/mobile no. at one top end of the notice board displaying prices of the items. **Further, the licensee shall maintain a display board on its shop of size 12 inches x 18 inches which shall contain the following information:**
 - Name of the Licensee:**
 - Shop / Outlet No. & Location : Activity of the Outlet:**
 - Name of Authorized Person: Mobile Number :**
 - Land Line No. (if any):**
 - Timings of shop:**
 - License Valid Up to:**
18. Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed in a prominent place of the shop/outlet. First aid measures should also be available in outlet for emergencies.
19. Small set of services/items for sale along with the price list should be prominently displayed in legible font. Printed price list should also be available. All items in price list should be made available to the customer.
20. The licensee shall have to provide proper and smooth services to the customers to their satisfaction.
21. Any loss to the Campus residents/employee of the Institute/customers with regard to the services provided by the licensee shall be the responsibility of licensee. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
22. All the items prescribed as per the tender agreement should be made available at all times. Permission for any alteration, addition or deletion should be obtained from the Institute along with the prices of respective items.
23. The Institute reserves the right to check the quality of items at point in time and in case it is found that material are sub-standard, penalty deemed fit will

be levied apart from necessary administrative / legal action(s).

Liability of Goods & Services Tax (GST) and Other Taxes

24. The licensee shall be absolutely liable for payment of GST to the respective department on items sold in the shop / outlet. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
25. The licensee shall further be liable to pay to the Institute, the GST at the rate applicable from time to time on the License fee payable by the licensee. GST shall be payable over and above the License Fee and Office concerned shall for accounting purposes issue a Tax invoice / receipt with GSTIN to the vendor in confirmation thereof.
26. The licensee shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
27. The licensee shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said outlet or in other places of the campus.
28. The licensee shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

Quality, hygiene & cleanliness

29. The licensee shall maintain the quality in goods/items to be sold / services to be provided. There shall be no compromise in regard to the quality of items to be sold / services to be provided in the shop / outlet premises.
30. The licensee shall maintain full hygienic conditions in the shop/outlet, in storage and in keeping the floor, furniture neat and clean, so as to maintain the standards and aesthetic values in the Shop/outlet. The licensee shall also have to make his own arrangements for safe storage of materials.
31. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
32. Garbage and waste disposal should be done as per the institute/Government norms. Pest / rodent control should be done on regularly basis to control the harmful insects and rodents.
33. Unusable/old//not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.
34. Usage of plastic bags is strictly PROHIBITED and the same shall not be used under any circumstances, whatsoever. Instead, use of Paper bags / plates / cups / etc. is encouraged.

Deployment of Workmen

35. The licensee shall employ in running the outlet only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well-behaved and rules-compliant.
36. Worker(s) in the outlet shall be deployed after his/her deployment is cleared by the Institute and for this purpose, the licensee shall provide the details of them in the given format.
37. The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
38. No female employee(s) shall be allowed to work in the shop during night i.e. beyond 7:00 pm.
39. All the workers shall invariably carry their ID Cards (to be provided by the licensee at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
40. The bearers for servicing in outlet will have to be provided uniforms by the licensee during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner uniforms during working hours.
41. The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
42. The licensee shall be bound to remove any such worker and disallow him/her from entering into the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
43. The licensee shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The licensee shall be responsible for the master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.
44. The licensee shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labour law being in force at the time besides other statutory liabilities.
45. The licensee shall further be liable to make good the loss to the property of the Institute, if any, that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

Compliance of Statutory Obligations and Other Provisions

46. It is understood that a number of enactments and laws would apply to the licensee, which are supposed to be complied by the licensee in letter and spirit

and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.

47. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational Institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
48. The licensee shall be liable to ensure compliance of all enactments, rules, regulations (as applicable) and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc. The copy of the license for running the business should be submitted to the Institute.
49. The Licensee shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the licensee's failure, as well as the Institute's license fee, electricity charges and other dues etc. The licensee shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the licensee's security deposit.
50. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relate to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/ courts/ forum etc. as well as the provisions of this contract agreement. In case the Institute is put to bear any liability for lapses on the part of the licensee or for its illegal actions, the Institute would have the right to realize from the licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
51. The licensee would comply with all the guidelines/instructions issued by the Institute besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.
52. The Licensee shall ensure that it and its employees do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

Security Deposit

53. The contractor shall have to deposit a security as mentioned in Appendix-A.
54. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any shortfall is caused to the security deposit money, the licensee shall be liable to make good such shortfall within fifteen days of the receipt of notice in this behalf, through another deposit as aforesaid.

55. In case of any breach, beyond the clause(s) of this contract, if the licensee shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute:- To rescind the contract (of which decision, notice in writing to the licensee by him through competent authority, shall be conclusive evidence, in which case, the security deposit of the licensee shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
56. If the licensee breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

Complaint Mechanism

57. The licensee shall maintain a complaint book in the outlet wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Institute for necessary action.
58. The complaints shall be removed or dealt with by the licensee on priority basis on issues that concern the licensee and a compliance report thereon, shall be submitted to the Institute along with the production of complaint book.
59. The licensee shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute. Such penalty or fines shall be imposed through the Director of the Institute according to the nature of the complaints. The first penalty in such case would be to the tune of ₹ 5000/-, ₹ 10000/- on the second occasion and ₹ 20000/- on the third occasion, or such higher penalty as deemed fit by the Institute.
60. However, if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

Termination of Contract

61. Either party may terminate the contract by giving 30 days notice to the other party without assigning any reasons, whatsoever. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
62. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall hand over the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to hand over the vacant possession of the premises as aforesaid, would render the contract to pay the penal damages to the Institute; penal charges @ 50 times of the existing flat rate license fee of the premises shall be charged for the 1st month which shall increase in telescopic method from 2nd month onwards i.e. for 2nd month - damages + 10% of rate of damages; for 3rd month - damages + 20 % of rate of

damages; for 4th month - damages + 40% of rate of damages, and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the Institute at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract.

63. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the licensee and the same shall not be subject to challenge. All the goods belonging to the licensee in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the licensee in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the Institute as aforesaid.

Assignment & Subletting:

64. The licensee shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Licensee or his authorized competent representative(s). The licensee shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the licensee itself.
65. If at any time, it is detected that the outlet has been sublet or assigned to any other entity by the licensee, the Institute would be at liberty to terminate the contract forthwith without giving any time to the licensee and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
66. In case of subletting being proven, the rates of damages will be calculated at two times of damages (as mentioned in Clause-62 above) for 1st month; two times of damages + 10% two times of damages for 2nd month; two time of damages + 20% two time of damages for 3rd month; two times of damages + 40% two times of damages for 4th month and so on, liming to maximum 5 times of damages charges in such cases.
67. The entire business of the outlet shall be carried out in the name and on the behalf of the licensee.
68. The licensee or his authorized/competent representative whose intimation would be provided in writing in advance to the Institute, shall at all times be available in the outlet and the business of the outlet shall not be carried out by any other person/ entity under any circumstances.
69. In normal course, the licensee or his authorized competent person should be available in the shop/outlet. However if for any reason, the licensee is not in a position to be available in the outlet consecutively for more than 3 days, a prior permission will have to be obtained from the Institute, failing which, it will be

deemed that the licensee has violated an essential condition of the contract and the licensee may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

Contract Documents and their interpretations

- 70. The original agreement shall remain with the Institute while a photocopy thereof may be retained by the licensee, if it so wishes.
- 71. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the licensee along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

Alteration and Vacation Clause:

- 72. The successful bidder/licensee shall not carry out any extension, addition, alteration, modification, construction, or any structural/non-structural work in the existing infrastructure/premises allotted for the Sale Counter without obtaining prior written permission from the Institute. Any unauthorized work carried out shall be liable for removal at the risk and cost of the licensee, besides any other action deemed fit by the Institute.
- 73. Further, the licensee shall vacate and hand over peaceful possession of the premises to the Institute within 15 days from the date of issue of notice by the Institute, failing which the Institute shall be at liberty to take possession of the premises and recover dues/penalties as applicable.

Jurisdiction

- 74. All matters and disputes under this contract shall be subject to the jurisdiction of Patna District Courts only.

Signature of the Bidder_____

Name of the Bidder _____

Seal

Date:-

APPLICATION FOR RUNNING A SALE COUNTER/OUTLET IN ICAR-RCER, PATNA

1. Name of the Applicant
(If an individual)/Firm
2. Father's Name
3. Address of self and Firm
4. Phone No./Mobile No.
5. Email ID.
6. Aadhaar No.
7. Details of EMD
 - A. Amount
 - B. DD/ FDR No.
 - C. Date
 - D. Bank & Branch
8. PAN No.
9. GST No., if any
10. EPF Code No., if any
11. ESI Code No., if any
12. Experience, if any (in years)
13. Name and address of two responsible persons as guarantors:

Name

Name

Aadhar No.

Aadhar No.

Address

Address

Declaration:

I hereby undertake -

That I shall bear all the expenses if there is any damage to the said premises.

That I shall vacate the Outlet premises and hand over it to the Institute whenever a notice is served.

That I bind myself to the terms and conditions of this tender document.

Date:_____

Signature of Bidder_____

Seal_____