



भाकृअनुप-विवेकानन्द पर्वतीय कृषि अनुसंधान संस्थान, अल्मोड़ा-263601 (उत्तराखण्ड)  
ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand)  
(भारतीय कृषि अनुसंधान परिषद / Indian Council of Agricultural Research)  
(कृषि अनुसंधान एवं शिक्षा विभाग / Department of Agricultural Research & Education)  
(कृषि एवं किसान कल्याण मन्त्रालय, भारत सरकार) ISO 9001:2015  
(Ministry of Agriculture and Farmers Welfare, Government of India)



No: 2-26/2024-25/Admn.III/

Date 09.12.2024

**Grocery Shop Tender Notice**

**ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora- 263601  
(Uttarakhand)**

On behalf of Secretary, ICAR, the Director, VPKAS hereby invites (Technical & Financial bid) in two bid system online e-tenders from general public/individuals/firm etc. for licensing of individual Shops in, ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora/Hawalbagh on monthly license fee/charges basis.

The details of online tender can be viewed on ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora website (<https://vpkas.icar.gov.in>).

The **Earnest Money Deposit (EMD)** for each shop is **Rs. 5000/-** (Rs Five thousand only) in the mode of Demand Draft/Pay Order/FDR in favour of the Director, ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora, payable at Almora. The original copy of EMD have to be deposited to P&S Section, ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora, and its scanned copy to be uploaded on e-procurement portal. The last date of tender submission is 31.12.2024 at 15.00 hours. Opening date of bids will be done on 02.01.2025 at 11.00 hours. Financial bid of only this firms/individual will be considered who qualify technical bids.

**-Sd-**

**Officer In charge (P&S)  
For Director, VPKAS, Almora**

## Special Instructions to the Contractors/Bidders for e-submission of online bids through

### e-Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option **Click Here** to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized certifying Authorities such as **eMudhraCA/GNFC/IDRBT/MtnlTrustline/ SafeScript/TCS**.
2. Bidder then logs into the portal giving user id/password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document.
7. The BOQ template must not be modified/re-placed by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together
10. Bidder should arrange for the tender fee/EMD as specified in the tender. The original DD/FDR etc should be posted/couriered/given in person to the P&S Section, ICAR-Vivekananda Parvatiya KrishiAnusandhanSansthan, Almora, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to **Click on the Freeze Bid Button**, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. The Tender Inviting Authority (TIA) viz. P&S Section, ICAR-Vivekananda ParvatiyaKrishiAnusandhanSansthan, Almora, will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid number, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the P&S Section, ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora, Well before the bid submission end date and time (as per Server System Clock).

❖ **The tendering person/firm has to carefully assess the scope of work/terms & conditions with specific reference to running shops for various purposes. For any clarification (s) as to the tender/scope of work, bidders may contact P&S Section, ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand) (Telephone No. 05962 230 060).**

**NOTE:**

**ALL NECESSARY CERTIFIED DOCUMENTS IN SUPPORT OF THE DETAILS FOR PARTICIPATING IN TENDER MUST ACCOMPANY THE TECHNICAL BID. THE BID IS LIABLE TO BE REJECTED IN CASE DOCUMENTS ARE NOT UPLOADED IN THE TECHNICAL BID ON CPP PORTAL, DUCUMENTS ARE INCOMPLETE OR IN CASE ANY CERTIFICATION/REGISTRATION HAS ALREADY EXPIRED BUT IS YET TO BE RENEWED. ONLY ESSENTIAL AND NECESSARY VALID DOCUMENTS ARE TO BE UPLOADED IN THE TECHNIAL BID. PLEASE AVOID UPLOADING OF EXTRANEIOUS AND IRRELEVANT DOCUMENTS WHICH UNNESSEARYCAUSES CONFUSION WHICH MAY RESULTS IN DISQUALIFICATION OF THE BID IN SHEER CONFUSION.**

**ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan,  
Almora - 263601 (Uttarakhand)**

No. 2-26/2024-25/Admn.III/

Date: 09.12.2024

**General Terms & Conditions of tender and instruction to the bidder for licensing of Grocery Shops on monthly charges as license fee in the Campus of ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand)**

On behalf of Secretary, ICAR, the Director -Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand) hereby invites (Technical & Financial bid) in two bid system online e-tender from general public/individual person/firm etc. for licensing of Grocery Shops in ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Hawalbagh/Almora - 263601 (Uttarakhand) on monthly charges as license fee.

**INSTRUCTIONS TO BIDDER**

1. Interested person(s) are required to submit the earnest money of Rs. 5,000/- in the form of Demand Draft/Pay Order in favour of the Director, **ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand)**, payable at Almora along with the uploading of duly filled & signed documents on e-procure portal failing which tender will not be considered.
2. Interested person(s) can view/download the tender documents from the **ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora-263601 (Uttarakhand)** website (<https://vpkas.icar.gov.in>). & CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and will pay the cost of tender EMD to reach P&S Section within two days of expiry of last date of submission of tender and its copy will be uploaded on website within the open bid period otherwise the tender will not be considered at all.
3. In case of tie-up of rates (H-1) criteria, a person already having Shop will be given preference & for that registration certificate in Shop & Establishment Act will be demanded & in case of tie-up of H-1 rates, earlier date of registration certificate will be given preference.
4. The tenderer/bidder shall clearly mention the Shop for which he/she/they applied on the top of envelop with due date in which tender fee and EMD are sent to P& S Section.
5. A tenderer/bidder can apply only for one shop.
6. Bidder should submit financial bid separately in BOQ format only. Any firm submitting financial bid along with technical bid evaluation documents shall be summarily rejected.
7. **The tenderer/bidder will have to upload scanned copy of the following documents along with their tender otherwise the tender will be treated as non-responsive:**
  - (a) The prescribed earnest money in the form of Bank Draft/Pay Order/FDR payable in favour of Director, **Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora- 263601 (Uttarakhand)**
  - (b) Duly competed & signed tender document.
  - (c) Under taking of acceptance of the terms and conditions of tender document signed and uploaded on e-portal.
  - (d) The bidder/tenderer shall upload the photocopy of their proof of residence & office (if any) along with copy of ID proof, copy of PAN Card & AADHAR Card.

**(e) Details of Shops:-**

S.N.	Shop Number	Size(Sqft)	Purpose	Minimum License fee/rent (Rs.) Per Month
1.	Shop No. 1	224	Grocery Shop	1000/-

(h) **Note:** The shop will be allotted to highest bid quoting bidder. The price bid less than minimum license fee will not be considered.

**GENERAL TERMS & CONDITIONS OF THE CONTRACT FOR LICENSING OF GROCERY SHOPS**

1. **Bid Validity:-**The tenderers/bidders will not be allowed to withdraw their offers up to 90 days from the date of opening of tenders/bids. In case they do so it shall entail forfeiture of the earnest money.
2. **Earnest Money Deposit:-** The tender/bid should be accompanied with Earnest Money of Rs. 5000/- (Rupees Five Thousand Only) in the form of **Demand Draft/Pay Order/FDR** from any commercial Bank in favour of the Director, **Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand)** payable at **Almora**.
3. **Forfeiture of Earnest Money:-** The Earnest Money of the successful tenderer/bidder shall be liable to be forfeited if any allottee withdraw their tender later or fails to submit the license deed and performance security within 15 (Fifteen) days after receipt of the award letter. Further, if any tenderer deviates from the terms of the tender during bid validity period in such cases, the Earnest Money shall also be forfeited. The EMD of successful bidders will only be refunded after receipt of performance security and license deed.
4. **Security Deposit:-**The successful tenderer/bidder will have to deposit security money equivalent to six month's license fee/charges within fifteen days from the date of issue of the award letter in the form of Demand Draft/Pay Order/FDR/ Bank Guarantee from any commercial bank in favour of Director, **Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand)** which should remain valid for a period of sixty days beyond the date of completion of all contractual obligations i.e. **62 months**. The security deposit is liable to be forfeited if any of the terms and conditions is violated during the agreement period. The security amount will be refunded after completion of contract period satisfactorily without any interest.
5. **License Deed:-**The successful tenderer/bidder will have to execute a License deed on stamp paper of appropriate value and shall have to abide at all times by the conditions imposed therein as per the tender document.
6. **Period of Contract:-**The license shall be initially for a period of One year and extendable for 5 years on year to year basis at the discretion of the Director, **Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand)**. The licensee shall arrange/obtain police verification of all the workers, if any, engaged by him for running of the Shop. However if found unsatisfactory the License may be canceled by Director ICAR-VPKAS, Almora by giving one month notice.
7. **Payment of License Fee:-**Payment of monthly charges show quoted as license fee by the licensee will be made in advance on monthly basis in the first week of the following month from the date of agreement. The tenderer will be finalized to license the shop on highest monthly charges quoted by the renderer. The allotment of shops will be subjected to increase in the license fee at the rate of 15% of the preceding months rate after every three years.
8. **Subletting of Shop:-**The licensee himself shall be bound to utilize the shop for the purpose for which it is licensed to him/her. Licensee shall not sublet the shop and in case of breach these conditions, license will be cancelled and security deposit will be forfeited. The licensee will submit his Aadhar Card also. Aadhar Card of person who will assist him running the shop.
9. **Ownership Right:-**The licensee shall have no tenancy rights in respect of the premises of the ICAR-VPKAS, Almora and the licensee shall not use the ICAR-VPKAS, Almora premises as his/her office address.
10. **Alteration and modification-** The licensee shall have no right to alter, modify, construct or destroy of any kind of aforesaid shop premises without the permission of the concerned authority (Director ICAR-VPKAS Almora) any alteration/ modification, construction of aforesaid shop premises will be at discretion of concerned authority (Director ICAR -VPKAS Almora)

11. **Maintenance of Premises:-**The Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand) will not & provide necessary services (including cleaning) for the licensed shops and surrounding premises. No claim shall, however, be made against Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora- 263601 (Uttarakhand) in connection with maintenance services or the building for circumstances which are beyond the control.
- 11 (A). Equipment pertaining to fire safety like fire-extinguish, sand bucket etc. may be installed by allottee at their own level & cost.
- 11 (B) GST will be levied as per rule.
12. **Electricity & Water:-**The electricity & Water connection will be arranged by the licensee and accordingly Electricity/Water charges will be paid by the licensee & copy to O&M Section, ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora- 263601 (Uttarakhand)
13. **Association with ICAR-VPKAS:** -Any tenderer/bidder who is already associated with the ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora- 263601 (Uttarakhand) in any manner and found in default in respect of pending dues of ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand) shall not be eligible to participate in tender. A minor is also not eligible to apply. In case at later stage if any such information come to the notice, the license will be cancelled and the security money shall be forfeited without any notice.
14. **Timing:-**The license shall observe the timing to open/close the Shop(s) as decided by the **Director, ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora-263601 Uttarakhand**). Presently timing is 8.00 A.M. to 9.00 P.M.
15. **Termination of Contract:-**
- (a) Without prejudice to right under any other Clause of the contract, the Director, **Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora-263601 (Uttarakhand)** may in the event of any breach of the conditions on the part of the Contractor cancel the Contract and charge the Contractor with any loss arising from such cancellation.
- (b) Decision of Director, **ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand)** shall be final for any aspect of the contract and binding on all parties. Disputes arising, if any relating to contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the D.G. ICAR. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996.
- (c) The Director, **ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora - 263601 (Uttarakhand)** reserves the right to cancel contract at any time or before the contract agreement by giving one month notice without assigning any reasons thereof.
- 16 **Jurisdiction:-**All legal disputes arising relating this contract shall be subject to jurisdiction of Court in Almora, Uttarakhand.
17. The Director, **Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora** reserves the right to reject all the offers/tenders without assigning any reason thereof.

Date \_\_\_\_\_

Signature of the tenderer/bidder on  
his/her behalf/on behalf of the  
tenderer/bidder above named

Place \_\_\_\_\_

**ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan,  
Almora - 263601 (Uttarakhand)**

**(Check list)**

To

The Director,  
ICAR-VPKAS  
Almora  
263601

**Sub: - Tender for license of Shop No. 01 at ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora/Hawalbagh on monthly license fee/charges basis.**

Sir,

With reference to your advertisement for inviting tenders for the above, I/we offer as under:-

- | 1. No. of the Shop for which Tendered   | Shop No. 01 |
|---|-------------|
| 2. Details of Bank Draft/Pay Order in favour of Director, ICAR-VPKAS, Almora representing earnest money as enclosed:- | .....       |
| (a) Name of Bank & address  | .....       |
| (b) Number & date of Bank Draft   | .....       |
| (c) Amount of Bank Draft  | .....       |
| 3. Particulars of Tenderer/Bidder in case of individual:  | .....       |
| (a) Name of the applicant (in Block letter)   | .....       |
| (b) Age   | .....       |
| (c) Father's Name   | .....       |
| (d) Complete residential address  | .....       |
| (e) Permanent residential address   | .....       |
| (f) E-mail address.   | .....       |
| (g) Telephone No./Cell No.  | .....       |
| (h) Aadhar Card No.   | .....       |
| 4. In case of Firm etc. :   | .....       |
| (a) Name of the Firm  | .....       |
| (b) Name of Proprietor/Partner  | .....       |
| (c) Present address   | .....       |
| (d) Permanent address   | .....       |
| (e) E-mail address.   | .....       |
| (f) Telephone No./Cell no.  | .....       |
| (g) Partnership Deed/MoU etc. as statutory required.  | .....       |
|   | .....       |
|   | .....       |

I/we the undersigned, hereby submit tender/bid on my/our behalf/on behalf of the tenderer/bidder named to the Director, ICAR-VPKAS, Almora for the grant of license of above said Shop on monthly license fee/charges basis under the terms and conditions of the license by tender/bid of such rights which I/we have read and understood and hereby accept/which are acceptable to the tenderer/bidder. I/we tenderer/bidder will pay the monthly license fee/charges regularly and complete the deed. I/We understand that decision of the Director, ICAR-VPKAS, Almora is final and binding.

Date \_\_\_\_\_

Signature of the tenderer/bidder on  
his/her behalf/on behalf of the  
tenderer/bidder above named

Place \_\_\_\_\_



**ICAR-Vivekananda ParvatiyaKrishiAnusandhanSansthan,  
Almora - 263601 (Uttarakhand)**

**(Financial Bid)**

To

The Director,  
ICAR-VPKAS  
Almora  
263601

**Sub:- Tender for allotment of Shop No. 01 at ICAR- Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora/Hawalbaghon monthly license fee/charges basis.**

**To be quoted in BOQ Only (Online)**

Sir,

With reference to your advertisement for inviting tenders for the above, I/we offer the monthly license fees/charges for above mentioned Shop No. ....

Monthly License Fees/charges: -Rs..... in figures) &Rs.....(in words)

Date \_\_\_\_\_

Signature of the tenderer/bidder on  
his/her behalf/on behalf of the  
tenderer/bidder above named

Place \_\_\_\_\_

**Proposed Draft of the License-Deed to be executed on Stamp Papers as per value of the consideration amount under the Indian Stamp Act to be borne by the Licensee.**

WHEREAS the ICAR-VPKAS, Almorais the exclusive owner of the Shops situated at ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora/Hawalbagh free from all encumbrances and is competent to grant license of the Shop \_\_\_\_\_ in the manner as may be specified from time to time.

AND WHEREAS The ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora/Hawalbagh vide its Notice No. \_\_\_\_\_ dated \_\_\_\_\_ invited applications through Tender for granting of license on payment of license fee/charges basis by the licensee, the aforesaid premises.

AND WHEREAS the licensee Shri/Smt.

\_\_\_\_\_ S/o W/o Shri  
\_\_\_\_\_ Resident  
of \_\_\_\_\_

\_\_\_\_\_ applied for the grant of license in respect of the aforesaid premises.

AND WHEREAS on dated \_\_\_\_\_, the offer / bid submitted by the licensee was declared successful and the same was accepted by ICAR-Vivekananda Parvatiya Krishi Anusandhan Sansthan, Almora/Hawalbagh on the terms and conditions mentioned in the Notice No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the parties are executed this license deed on the terms and conditions set forth hereinafter, which the parties hereto have agreed to abide by and which shall form part of this indenture.

NOW THIS INDENTURE is made at \_\_\_\_\_ this day of \_\_\_\_\_ between the ICAR-VPKAS, Almora through its Senior Administrative Officer (hereinafter called the Licensor) of the first part and Shri \_\_\_\_\_ S/o Shri \_\_\_\_\_ resident of \_\_\_\_\_

(hereinafter called in licensee) of the second part witness as under :-

1. The licensee shall be deemed to be a bare licensee having only a limited personal right of individual concern in the said premises and nothing herein contained shall be deemed to be a demise at law of the said premises or any part thereof so as to give the licensee any interest therein. The license shall not be granted to any company/NGO/Corporative society.
2. The license is purely temporary and the ICAR-VPKAS, Almora, reserves the right to revoke it at any time by giving one months notice in writing without assigning any reason to the licensee.
3. That the license of the premises shall only permit the licensee to occupy and use the premises till the expiry of the period of license or termination without assigning any reason whatsoever, whichever is earlier,.

4. The right of licensee shall be the right of the user only and not of possession and the ICAR-VPKAS, Almora, reserves the right of re-entry as mentioned above and no possession shall be deemed to have been transferred to the licensee.
5. The licensee has deposited Rs. \_\_\_\_\_ vide receipt No. \_\_\_\_\_ dated \_\_\_\_\_ a sum equivalent to six months license fee/charges as security amount and shall keep the same deposited till the expiry of the license or termination whichever is earlier. This security is liable to be forfeited if any of the terms and conditions herein contained is contravened or violated.
6. In the default to pay the license fee/charges as per schedule attached herewith as agreed before the 10th day of the month to which it relates, the licensee shall pay interest which will form part of license fee/charges @ 18% per annum on the arrears of the license fee/charges from the 1st day of the month i.e. from the month in respect of which the default in payment takes place till the date prior to the effective date of determination of license. In case the license fee/charges remains unpaid for 3 months, the license shall automatically stand revoked. The Director, ICAR-VPKAS, Almora
- 7.
8. may, however, on receipt of request and clearance of all the dues mentioned above, restore the license on the existing license fee/charges or on such conditions as may be fixed by the Director, ICAR-VPKAS, Almora at his absolute discretion.
9. The licensee defaulting in the payment of license fee/charges or breach of any terms as provided hereinbefore shall result in license being revoked and the licensee shall be bound by the consequences thereof.
10. If the license fee/charges hereby reserved or any part thereof shall at any time be in arrears or remain unpaid after the due date or if the licensee at any time fails or neglects to perform or observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed and in any such case the ICAR-VPKAS, Almora may without prejudice to their other rights by giving thirty days notice in writing to the licensee, determine the license and re-enter upon the said premises or in part thereof. The licensee shall upon such determination peacefully stop use of the said premises without any right to compensation whatsoever and thereupon this license shall be absolutely determined without prejudice to any antecedent breach of terms and conditions and covenants on the part of licensee. The license shall stand ipso-facto terminated without any right to compensation whatsoever to the license in any of the following events that is to say :-
  - (i) If the licensee(s) being an individual or if a firm, any partner in the registered licensee firm shall die or at any time be adjudged insolvent or shall have a receiving order or for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act, for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or shall introduce a new partner or shall change the constitution of the partnership or if the firm be dissolved under the Partnership Act.  
Provided always that such determination shall not prejudice any right of action or remedy which shall accrue or shall accrue thereafter to the Indian Agriculture Research Institute.
11. The licensee shall with reference to the said premises in his/her use bear all charges for electricity and water consumption.
12. The licensee shall not carry out any addition or alteration to the building and or any additional construction on the land/back courtyard than what has been permitted as aforesaid or electrical or sanitary installation in the said premises.  
If any additions, alterations or constructions are required by the licensee a request to this effect may be made in writing to the Director, ICAR-VPKAS, Almora who may either reject such a request or consider the same on such terms and conditions as may be deemed appropriate. Where any such addition, alteration, construction etc. are ultimately carried out on payment of extra license fee/charges, the licensee shall not be entitled to remove the same or claim any compensation whatsoever in respect of the same at the time of vacation of the said premises.

13. The licensee shall make good any damage caused to the premises normal wear and tear being excepted. The decision of the Director, ICAR-VPKAS, Almora on the question whether any damage is caused to the premises and what amount of compensation would make good such damages be final and binding on the parties hereto.
14. The licensee shall not permit the said premises or any part thereof being used by another person for any purposes whatsoever without the previous consent in writing of the Director, ICAR-VPKAS, Almora and in default thereof the license shall be liable cancellation. The licensee shall not introduce any partner nor sell and transfer user of the premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his use of the premises.
15. The licensee shall give at least (3) three months notice in writing of de-using the said premises or pay (3) three months license fee/charges in lieu of notice period in case immediate possession is handed over. The licensee shall pay the arrears of the license fee/charges if any before de-user and in default render himself liable to be used for recovery of arrears and necessary legal expenses.
16. The licensee shall be bound to utilize the shop only for the purpose for which it is allotted after obtaining license.
17. The licensee shall keep the verandah, compound, lane or by-lane, passage clear and free from obstruction and encroachments at all time, failing which the ICAR-VPKAS, Almora shall be entitled forthwith to terminate the license without assigning any reason and without service of the notice to the licensee.
18. The sign board/name plates shall be put up in the form and design dimensions of approved by the Director, ICAR-VPKAS, Almora.
19. Any notice to be given to the licensee under terms of this license shall be considered to be duly served if the same shall have been affixed on the outer door or any other conspicuous part of the said premises.
20. The licensee shall fulfill and abide by all the rules and regulations made by ICAR-VPKAS, Almora, state and central government, statutory bodies and /or anybody or authority for the purpose of the use of such premises. The Licensee shall also comply with all relevant laws and acts for the time being in force including Uttarakhand Shop and Establishment Act.
21. The licensee shall fulfill and diligently comply with all the directions general or special issued by ICAR-VPKAS, Almora from time to time.
22. The ICAR-VPKAS, Almora will be responsible for necessary maintenance and services of the surrounding premises. No claim shall, however, be made against ICAR-VPKAS, Almora in connection with maintenance of services or the building in circumstances beyond their control.
23. The over-all control and supervision of the premises licensed out shall remain vested in the ICAR-VPKAS, Almora whose officials shall at all reasonable hours be entitled to inspect the premises with respect to its bonafide use and in connection with fulfillment of other terms and conditions of the license.
24. The license shall be initially for a period of five year and extendable for another 5 years and on three yearly basis of license fee will be enhanced by 15% of license fee at the discretion of the Director, ICAR-VPKAS, Almora. The licensee shall arrange/obtain police verification of all the workers, if any, engaged by him for running of the shop.
25. The licensee shall not use the premises for any purpose which is in violation of law of land.
26. The licensee shall not keep arms, hazardous substances, etc. in the premise which can cause injury to any person.

27. The licensee shall use the premises for the specific purpose it is being given on license for and shall not do act, deed or thing which may cause damage to the premises.
28. The licensee shall not use the premises for any illegal activity.
29. The licensee shall not use the premises for drinking alcohol and/or any indulge in any similar activity in the said premises.
30. The licensee and / or its staff is not permitted to sleep overnight inside the premises.
31. The stamp duty on this deed is borne by the licensee.

In token of the acceptance of the above terms and conditions, the parties have set their signatures as hereunder on day of \_\_\_\_\_ .

*Signatures of Licensee*

*Signatures of Authorized Signatory on  
behalf of ICAR-VPKAS, Almora  
(Licensor)*

**Witness:-**

1. Name \_\_\_\_\_

r/o \_\_\_\_\_

\_\_\_\_\_

2. Name \_\_\_\_\_

r/o \_\_\_\_\_