

**TENDER DOCUMENT**  
**FOR**  
**RUNNING BARBER SHOP**  
**IN**  
**SHOP # C-8, TYPE II SHOPPING CENTRE**

**TENDER NOTICE No. 24/2020-21**

**Issued By:**

**ESTATE OFFICE**  
**I.I.T. KANPUR**



**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

**ESTATE OFFICE**

**ROOM NO. 101-D (FACULTY BUILDING), (PHONE: 0512-259-7166, 7327)**

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**  
**ESTATE OFFICE**  
**ROOM NO.101-D (FACULTY BUILDING)**  
**(Ph# 0512-259-7166,7327, Email: eoffice@iitk.ac.in)**

<b>Tender Notice No.</b>	<b>24/2020-21 dated 06 November 2020</b>
<b>Name of Work / Service</b>	<b>BARBER SHOP</b>
<b>Location</b>	<b>SHOP # C-8, TYPE II SHOPPING CENTRE</b>
<b>Area</b>	<b>9.55 Sq.mt</b>
<b>Base Rate of monthly License fee</b>	<b>₹ 59/- per Sq.m.</b>
<b>Yearly enhancement of License Fee computed as per Annexure-II</b>	<b>5%</b>
<b>Cleaning Charges Per Month</b>	<b>₹ 250/-</b>
<b>EMD Amount</b>	<b>₹ 10,000/-</b>
<b>Timing of the Outlet / Shop</b>	<b>9:00 AM to 9:00 PM</b>
<b>Last date &amp; time of receipt of tender</b>	<b>02.12.2020 up to 16.00 hrs</b>
<b>Place of submission of Tender</b>	<b>Estate Office, IIT Kanpur-208016</b>
<b>Date &amp; time of opening of technical bids</b>	<b>To be announced later</b>
<b>Date &amp; time of opening of financial bids</b>	<b>To be announced later</b>
<b>Place of opening of tenders</b>	<b>Estate Office, IIT Kanpur-208016</b>
<b>Link to download the tender document</b>	<b><a href="http://www.iitk.ac.in/estateoffice/Tender">www.iitk.ac.in/estateoffice/Tender</a></b>

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
ESTATE OFFICE**

**TENDER NOTICE No. 24/2020-21**

Dated 06.11.2020

Indian Institute of Technology Kanpur (hereinafter referred to as the 'Institute') established by the Parliament and incorporated as a body corporate, is an Institute of National Importance declared as such under the Institutes of Technology Act, 1961. The Institute is engaged in imparting education and research of highest standards in the area of Technology and Science.

The Institute has premises as detailed on Page No.2 and intends to allot it on license basis, to the willing party having experience to operate such outlet under its ownership / proprietorship, to cater to the need of campus community.

Sealed bids are accordingly, invited on behalf of Indian institute of Technology Kanpur from the interested parties for running such an outlet at the aforementioned location on campus.

The prescribed bid form duly filled by the applicant in all respects should be dropped in the tender box kept in the Estate Office, IIT Kanpur as detailed on Page No.2:

- 1) The tenders will be opened on the date and time as mentioned on Page No.2 of this document in the presence of the Tender Committee of the Institute and authorized representative(s) of the bidding parties. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
- 2) Financial bids of technically qualified bidders shall be opened on the dates and time as mentioned on page 2.
- 3) The Institute reserves the right to accept / reject any tender without assigning any reasons.
- 4)

- S/d -

Assistant Registrar & OIC, Estate

Copy to:

1. Deputy Director
2. Dean, Admin / Chairman, CEMMC
3. Notice Boards
4. Institute website.

**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 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 not signed on each page and without authorization may be rejected.
5. Overwriting or cutting in bid document must be avoided. However, if any over writing 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 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 ₹ 100/- non- judicial stamp paper at its own cost to the Estate Office for preparing the contract agreement to be signed by the both the parties.
9. Prices/discounts of all items must be in Indian rupees and must be inclusive of GST and all other taxes.

**Eligibility Criteria**

10. Must have experience of running similar outlet(s) for not less than three years in a Government/ Semi Government/ Autonomous body/ any reputed organization etc. Interested bidder may apply along with sufficient proof of experience/ ability to run the shop/ outlet.
11. Good Financial health of an individual / firm / company, as the case may be, in terms of working capital, to run the outlet smoothly. Preferences will be given to individual / firm / company with good financial position / state.
12. The bidder must have PAN Number and GST / GSTIN number etc. The bidder whom the contract is finally awarded shall have a GST number for such shop/outlet in question as well, if the related law so requires.
13. Firm already having another establishment / shop / outlet etc. within the Institute premises will be considered upon good performance. Bidder having two or more establishment / shop / outlet etc. within the Institute premises will not be considered for this bid. Further, any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this tender process. Employee and students' relatives are barred from submitting the bids.

**Earnest Money Deposit (EMD)**

14. Every bid must be attached with an Earnest Money Deposit as mentioned on Page No.2 in the form of FDR / TDR / DD of State Bank of India / Union Bank of India or scheduled bank, in favor of the "Registrar, IIT Kanpur". 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.
15. 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.
16. 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.

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 Signature of the Bidder

17. The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process.
- (a) However, the same shall be refunded within 30 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.
  - (c) 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):**

18. Successful bidder shall have to deposit a security amount base on the following calculation through FDR drawn in favor of "Registrar, IIT Kanpur" payable at Kanpur of State Bank of India / Union Bank of India or any scheduled nationalized bank and which should be valid till three months after the completion of the contract duration:
- (a) Security amount shall be fixed to five times of the quoted monthly license fee by the successful bidder.
  - (b) The average electricity bills of the shop/outlet shall also be considered in fixing the security deposit. This will be based on the previous consumption of that/ similar shop/ outlet in the campus.
  - (c) Considering the above situation, the security amount shall be fixed by rounding off the total of (a) and (b) to the next higher multiple of ₹25,000/-, subject to a minimum security amount of ₹25,000/-.

**Documents to be attached with the tender**

19. 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) Income Tax Registration Certificate / PAN No.
  - (b) Bank Solvency Certificate / Last one year's bank statement.
  - (c) Income tax return certificate of previous three years.
  - (d) Firm / Company Registration Certificate.
  - (e) GST Registration Certificate / No.
  - (f) EPF Registration Certificate / Code No.
  - (g) ESI Registration Certificate / Code No.
  - (h) Other Statutory Registrations / Licenses, if any.
  - (i) Details/particulars of the firm submitting the bid in Annexure-I
  - (j) Total number of outlet(s) and their details.
  - (k) Audited balance sheet and profit and loss accounts along with gross turnover and profit / loss for the last three financial years.
  - (l) Details of the workers who will work with the bidder, if contract is awarded.
  - (m) Authority letter / Resolution in favor of the person signing the bid on behalf of the firm submitting the tender.
  - (n) Earnest Money Deposit (EMD) as mentioned on Page-2.
  - (o) Address proof.
  - (p) Aadhar Card of individual applicant / person signing the bid.
  - (q) 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**

20. 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 the supporting documents as detailed above should be attached. The Technical bid shall be submitted in a sealed envelope, super-scribed, "**TECHNICAL BID**" **Also mention the name and location of the outlet clearly on the envelope.**
  - (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 put in a separate sealed envelope super scribed “**FINANICAL BID**”. **The name of shop and its location should also be mentioned on the envelope.**
  - (e) Both the bids (Technical and Financial Bids) shall further be kept in another larger single sealed envelope and shall be submitted to the **Estate Office, Room # 101-D, Faculty Building, IIT Kanpur.**
  - (f) Any bid containing Technical Bid and Financial Bid in same envelope shall be summarily rejected.
21. Any bid received after the stipulated date and time, as mentioned on Page-2 of this document, shall be summarily rejected and will not be considered under any circumstances, whatsoever the reason, and no explanation to the effect such as delay in submission has been caused due to postal lapse, shall be entertained.
22. The tender will remain valid for 30 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 30 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**

23. 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, in presence of the authorized representative(s), if any, of bidding parties and the Members of Tender Committee of the Institute. The bidders will also be required to meet the Committee for presentation / interview (to satisfy all material questions pertaining to their company / firm and their modus-operandi etc.) and finalization of the offer. 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.
24. The party, whose tender is accepted, will have to sign an agreement within 10 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.

**Criteria of Tender Evaluation**

25. A price advantage factor in the range of 0.8 to 1.2 may be assigned to the bidders during technical bid evaluation based on the past performance or perceptive brand value. Financial bids of technically qualified bidders shall be opened. The contract will be awarded to the bidder who will have the highest of the following:

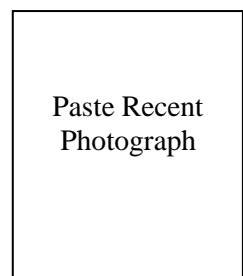
**(Price advantage factor × Rate of License fee offered by the bidder)**

However, it is a condition that the licensee already in possession of the said premises / outlet shall have the right for being awarded the shop / premises, provided that the existing licensee is willing to match the rates of the highest bid received and has qualified in the technical bid evaluation.

**Acceptance / Non-acceptance of bids**

26. The tenders that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
27. 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 : \_\_\_\_\_



\_\_\_\_\_  
 Signature of the Bidder

**TERMS & CONDITIONS OF CONTRACT****Scope of Contract**

1. The contract comprises:
  - the necessary arrangement of all materials/goods/items/services to the customers or
  - repair and maintenance of goods/materials etc, including provision of all materials/equipment.

This will also include transportation, cost of materials and labour. The licensee shall make his own arrangement for 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) "CEMMC" means "Commercial Establishments Monitoring & Management Committee" constituted by the Director of the Institute.
  - (b) "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.
  - (c) "Director" means the Director of the Indian Institute of Technology Kanpur.
  - (d) "Institute" means the Indian Institute of Technology Kanpur through its Director or his representative.
  - (e) "Officer-in-Charge (Estate)" means the Officer-in-charge (Estate) of the Indian Institute of Technology Kanpur who directs and administers the contract.

**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 I), the schedule of quantity and prices/discounts 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 THREE YEARS from the date of signing the contract. 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 years i.e. next two years & nine months. Further, the contract shall be annually extended (one year at a time) for two more years based on the past performance. Under no circumstances shall the contract be extended for more than five years.

**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 7<sup>th</sup> 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 ₹100/- 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 Estate Office at the then prevailing rates along with the payment of monthly License fee. For the purpose, there shall be a 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 month 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.

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 challenge by the licensee under any circumstances, whatsoever.
10. The licensee shall use the premises ONLY for which it has been allotted by the Institute under the contract. The use of the premises for other purposes 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 Estate Office. The licensee shall always use the premises in a prudent and careful manner as if it were his own.

**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 Estate Office, if outlet / shop is situated in Hostel area.
13. The shop /outlet shall operate on all seven days of the week and there shall be no holiday under any circumstances, save with the prior instructions/approval of the Estate Office.
14. All items mentioned in Part III of Annexure-I must be available in the shop / outlet. However, the Institute through CEMMC may add or delete any number of items to the shop / outlet either suo-moto or on recommendation of the designated committee. All the orders in this behalf shall be issued by the Estate Office.
15. The prices in Annexure-I (Part-III) are supposed to remain static during the entire contract period and the contractor shall not be entitled to any compensation due to the fluctuation in the market rates of materials and labour. However, the CEMMC may at its discretion and in consultation with the contractor modify the prices of items on quarterly basis in proportion to the overall change in price index as notified at [www.mospi.gov.in/#](http://www.mospi.gov.in/#) for Uttar Pradesh Urban region. The price index shall not be applicable to third party items. All modifications in prices shall be in INR multiples.
16. All necessary furniture and other infrastructure shall be provided and maintained by the Licensee.
17. Facility of Payment through BHIM,UPI, Credit / Debit Card, etc. should be made available.
18. 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).
19. Installation of 4 digit campus telephone (via Sanchar Vibhag of the Institute) should be made by the licensee adopting appropriate procedure within 10 days from the signing of contract. The charges for the installation and rental shall be borne by the licensee. The licensee should additionally have own mobile number(s) as well as its outlet personnel for contact by the Institute Authorities. The licensee shall display its 4 digit campus telephone 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:**

<p><b>Name of the Licensee:</b></p> <p><b>Shop / Outlet No. &amp; Location :</b></p> <p><b>Activity of the Outlet:</b></p> <p><b>Name of Authorized Person:</b></p> <p><b>Mobile Number :</b></p> <p><b>Land Line Number:</b></p> <p><b>Timings of the Shop:</b></p> <p><b>License Valid Up to:</b></p>
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20. 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.
21. 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.



22. The licensee shall have to provide proper and smooth services to the customers to their satisfaction.
23. Any loss to the Campus residents 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.
24. 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 Estate Office along with the prices of respective items.
25. For the customers who are not willing to pay in cash, the bidder shall facilitate with a swipe payment machine and shall also provide the UPI based payment system. The bidder shall further display its VPA (Virtual Payment Address) or QR-Code on the display board to enable the customers make the payments via UPI Application (BHIM or equivalent).

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

26. 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.
27. The licensee shall further be liable to pay to the Institute 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.
28. 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.
29. 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.
30. 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**

31. 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.
32. 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.
33. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
34. Garbage and waste disposal should be done as per the institute norms. Pest / rodent control should be done on regularly basis to control the harmful insects and rodents.
35. Unusable/old//not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.
36. **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.

#### **Directives of CEMMC and Estate Office**

37. The licensee shall carry out the work in accordance with this contract and the directives of Estate Office and to the satisfaction of the Director through the CEMMC. The CEMMC may, from time to time, issue further instructions, detailed directions and explanations in regard to:
  - (a) The variation or modification in the list of items / service including additions / omission or substitution.
  - (b) The removal from the site of any material thereon by the licensee and the substitution of any other materials thereon.
  - (c) The removal from the work of any person employed there upon in terms of the provision provided hereafter.
  - (d) Inspection of materials and other equipment etc..
  - (e) Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

### **Deployment of Workmen**

38. 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.
39. Worker(s) in the outlet shall be deployed after his/her deployment is cleared by the Estate Office and for this purpose, the licensee shall provide the details of them in the given format.
40. The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
41. No female employee shall be allowed to work in the shop during night i.e. beyond 8:00 pm.
42. 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.
43. 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.
44. The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
45. 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.
46. 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 of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.
47. 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.
48. 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**

49. 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.
50. 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.
51. 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.
52. 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.
53. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates 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.

54. The licensee would comply with all guidelines/instructions issued by the Officer In-charge (Estate) in consultation with the Chairman, CEMMC besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.
55. 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**

56. The contractor shall have to deposit a security, as calculated according to Clause-18 of Appendix-A, through **FDR** drawn in favor of "**The Registrar, IIT Kanpur**" payable at Kanpur, of State Bank of India / Union Bank of India or any other scheduled nationalized bank and which should be valid till three months after the completion of the contract duration.
57. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the licensee shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through another FDR deposit as aforesaid.
58. In case of, in which under no clause(s) of this contract, 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.
59. 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**

60. 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 Estate Office for necessary action.
61. 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 Estate Office along with the production of complaint book.
62. 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 and/or at be behest of the CEMMC. Such penalty or fines shall be imposed through the Officer In-charge (Estate) according to the nature of the complaints. The first penalty in such case would be to the tune of ₹ 5000/-, ₹ 10000/-, the second time and ₹ 20000/-, the third time or such higher penalty as deemed fit by the CEMMC / Institute.
63. 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**

64. 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.
65. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay the penal damages to the Institute @ 50 times of the existing flat rate license fee of the premises shall be charged for the 1<sup>st</sup> month which shall increase in telescopic method from 2<sup>nd</sup> month onwards i.e. for 2<sup>nd</sup> month – damages + 10% of rate of damages; for 3<sup>rd</sup> month – damages + 20 % of rate of damages. For 4<sup>th</sup> 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.

66. 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:**

- 67. 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.
- 68. 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.
- 69. In case of subletting is proven, the rates of damages will be calculated at two times of damages (as mentioned in Clause-65 above) for 1<sup>st</sup> month; two times of damages + 10% two times of damages for 2<sup>nd</sup> month; two time of damages + 20% two time of damages for 3<sup>rd</sup> month; two times of damages + 40% two times of damages for 4<sup>th</sup> month and so on, liming to maximum 5 times of damages charges in such cases.
- 70. The entire business of the outlet shall be carried out in the name and at the behest of the licensee.
- 71. The licensee or his authorized/competent representative whose intimation would be provided in writing in advance to the Estate Office, 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.
- 72. 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 Estate Office, 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**

- 73. The original agreement shall remain with the Institute while a photocopy thereof may be retained by the licensee, if it so wishes.
- 74. 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.

**Jurisdiction**

- 75. All matters and disputes under this contract shall be subject to the jurisdiction of Kanpur Nagar District Courts only.

Date: \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Name of the Bidder \_\_\_\_\_

Seal

\_\_\_\_\_  
Signature of the Bidder

**APPLICATION FOR RUNNING AN OUTLET IN IIT KANPUR**

Name of the Applicant -----  
(If an individual)/Firm  
Father's Name -----  
Address of self and Firm -----  
Phone No./Mobile No. -----  
Email ID. -----  
Aadhaar No. -----

**Details of EMD**

- a. Amount : ₹ \_\_\_\_\_/-  
b. DD/ FDR No. : \_\_\_\_\_  
c. Dated : \_\_\_\_\_  
d. Bank & Branch: \_\_\_\_\_

GST No. -----  
PAN No. -----  
EPF Code No., if any -----  
ESI Code No., if any -----  
Experience, if any (in years) -----

**Name and address of two responsible persons as guarantors:**

Name -----	Name -----
Aadhar No. -----	Aadhar No. -----
Address -----	Address -----
-----	-----
-----	-----

**Declaration:**

I hereby undertake –

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the Outlet premises and handover it to the Institute whenever a notice is served.
3. That I bind myself to the terms and conditions of this tender document.

Date: \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Seal:

**DETAILS TO BE FILLED BY THE BIDDER:**

IN CASE THE BIDDER IS A FIRM		IN CASE THE BIDDER IS AN INDIVIDUAL	
Income Tax Registration Certificate/PAN No. _____		Income Tax Registration Certificate/PAN No. _____	
Bank statement for the last one year of the registered firm enclosed: Yes/No		Bank statement for the last one year of the Individual's account: Yes/No	
GST Registration Certificate/No. _____ Document Enclosed: Yes/No		GST registration of the last work. _____ Document Enclosed: Yes/No	
Firm Registration No. _____ Document Enclosed: Yes/No		Not required	
No of employees _____		No of employees _____	
EPF registration No. _____ Document Enclosed: Yes/No		EPF registration No. _____ Document Enclosed: Yes/No	
ESIC Registration No. _____ Document Enclosed: Yes/No		ESIC Registration No. _____ Document Enclosed: Yes/No	
No of years of experience _____ Document Enclosed: Yes/No		No of years of experience _____ Document Enclosed: Yes/No	
Whether worked in Government / semi-government / autonomous body and reputed Institute: Yes/No _____		Whether worked in Government / semi-government / autonomous body and reputed Institute Yes/No _____	
Name of the Government / semi-government / autonomous body & Institute where last worked / currently working.		Name of the Government / semi-government / autonomous body & Institute where last worked / currently working.	
Institute Name	Years of experience	Institute Name	Years of experience
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Other Statutory Registrations/Licenses, if any.		Not required	
In case of person signing the bid on behalf of the Firm, enclose authority letter.: Yes/No		In case of person signing the bid on behalf of the Party, enclose authority letter: Yes/No	
FDR/TDR/DD No. _____ Issuing Bank Name _____ Date of issue _____		FDR/TDR/DD No. _____ Issuing Bank Name _____ Date of issue _____	
		Aadhar No. of Individual: _____ Document enclosed: Yes/No.	

Signature of the Bidder \_\_\_\_\_

Seal:

\_\_\_\_\_  
Signature of the Bidder

