

**TENDER DOCUMENT  
FOR RUNNING  
ELECTRICAL/ELECTRONIC ITEMS SHOP  
AT SHOP NO. 07  
IN  
NEW SHOPPING CENTRE  
OF  
THE INSTITUTE**

**TENDER REFERENCE NUMBER:  
IITK/EO/06/2023-24**

**ISSUED BY:  
ESTATE OFFICE, IIT KANPUR**



**भारतीय प्रौद्योगिकी संस्थान कानपुर  
INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
सम्पदा कार्यालय / ESTATE OFFICE**

[Room No.101D, Faculty Building, Ph#0512-259-7166/7327, Email: [eoffice@iitk.ac.in](mailto:eoffice@iitk.ac.in)]

## **BID DOCUMENT**

Indian Institute of Technology Kanpur ("the IITK") invites Bids ("Bids") from eligible, qualified and capable companies for the sale, supply and delivery of "the Goods" and provision of associated services ("Associated Services") according to the requirements as defined in the Tender document.

### **Schedule of Events**

<b>Tender Reference Number</b>	<b>IITK/EO/06/2023-24</b>
<b>Name of Work / Services</b>	<b>To run Electrical/Electronic Items Shop at Shop No. 07 in NSC of the Institute.</b>
<b>Publish Date &amp; Time</b>	<b>22.05.2023 (16.00 hrs)</b>
Document Download Start Date & Time	22.05.2023 (16.00 hrs)
Document Download End Date & Time	14.06.2023 (16.00 hrs)
Clarification Start Date & Time	22.05.2023 (16.00 hrs)
Clarification End Date & Time	12.06.2023 (16.00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time.
<b>Bid Submission Start Date &amp; Time</b>	<b>22.05.2023 (16.00 hrs)</b>
<b>Bid Submission End Date &amp; Time</b>	14.06.2023 (16.00 hrs)
<b>Technical Bid Opening Date &amp; Time</b>	<b>15.06.2023 (16.00 hrs)</b>
<b>Financial Bid Opening Date &amp; Time</b>	<b>Will be separately notified to the Technically qualified / shortlisted bidders.</b>

### **Some important requisite information pertaining to the outlet.**

Location of the Outlet / Outlet	<b>Shop No. 07 at New Shopping Centre</b>
Reservation	<b>Open for all</b>
Area of the Outlet / Outlet	<b>22.85 sq.mt.</b>
EMD Amount	<b>₹10,000/-</b>
Base Rate of the Monthly License Fee	<b>₹273/ - per sq.mt.</b>
Increment in the Monthly License Fee	5% per annum
Cleaning Charges	₹500/-
Timing of the Outlet / Outlet	09:00 hrs to 21:00hrs.

Interested parties may view and download the tender document containing the detailed terms & conditions from the website [www.iitk.ac.in/estateoffice/Tender](http://www.iitk.ac.in/estateoffice/Tender)

**(The bids must be submitted online in electronic form on <https://eprocure.gov.in/eprocure/app> only. No physical bids will be accepted.)**

## **INSTRUCTION FOR ONLINE BID SUBMISSION**

The bidders are required to submit their bids electronically through the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparation of their bids in accordance with the requirements and submission of their bids online on the CPP Portal.

### **1. REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile number. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

### **2. SEARCHING FOR TENDER DOCUMENTS**

- (i) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **3. PREPARATION OF BIDS:**

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that

need to be submitted. Any deviations from these may lead to rejection of the bid.

- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

#### 4. SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of Quantities & Prices and any change / modification of the price schedule shall render it unfit for bidding.**
- (ix) **Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.**
- (x) **If the template of Schedule of Quantities & Price file is found to be modified/corrupted in the eventuality by the bidder, the bid will be summarily rejected and EMD amount, if any, may be forfeited.**
- (xi) **The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**
- (xii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

- (xiii) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xiv) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xv) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- (xvi) Bidder will get all benefits under Rule 153 of GFR-2017.

#### **5. ASSISTANCE TO BIDDERS:**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. The contact number of end user is 0512-259-7166/7327 and email: [eoffice@iitk.ac.in](mailto:eoffice@iitk.ac.in). Please call between 10:30 hrs to 17:00 hrs on the working days.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is [support-eproc@nic.in](mailto:support-eproc@nic.in).

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**INSTRUCTION FOR e-PROCUREMENT****1. PREPARATION AND SUBMISSION OF BIDS:**

- (a) The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date and time of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app> only.
- (b) The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in Cover 1 and Financial Bid in ".Xls" should be upload online in Cover-2.

**2. SUBMISSION OF THE BID :**

All the interested eligible bidders are requested to submit their bids (Technical and Financial) online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- (a) Technical Bid should be upload online in Cover-1.
- (b) Financial Bid should be upload online in Cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>) only.

**3. TECHNICAL BID:**

Signed and scanned copies of the Technical Bid and supporting documents as given below must be submitted on CPP Portal: <http://eprocure.gov.in/eprocure/app> under Cover-1.

**List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-**

- (i) PDF copy of Tender Document and its Corrigendum/Addendum, if any.
- (ii) PDF copy of the requisite Work Experience Certificate.
- (iii) PDF copy of Aadhaar, GST Registration Certificate, PAN and ITR of last three financial years.
- (iv) PDF copy of previous 03 years Audited Balance Sheet and Profit & Loss Account showing gross turnover of the organization.
- (v) PDF copy of the latest Bank Solvency Certificate / Bank Statement of Last One Year.
- (vi) PDF copy of duly filled Rate List of the Items/Services (Annexure-I), details of the Bidder (Annexure-II) and Tender Acceptance Letter (Annexure-III).
- (vii) PDF copy of any other supporting documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

**NOTE - No indication of rates/amounts of license fee be made in any of the documents submitted under Cover-1.**

**4. FINANCIAL BID:**

- (i) The amount should be quoted on per sq.mt basis. The currency of the quoted rates shall be in Indian Rupees (₹). All payment shall be made in Indian Rupees only.
- (ii) The Financial Bids / Bill of Quantity (BoQ) should be uploaded online as per the specified ".Xls" format i.e. Price Bid Excel sheet attached as '.Xls' with the tender and based on the scope of work, service conditions and other terms of the tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- (iii) In preparing the Financial Bids, bidders are expected to take into account the requirements and conditions laid down in this tender document. The Financial Bid should be exclusive GST and all other applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. GST and other applicable taxes etc. shall be payable extra by the successful bidder.
- (iv) The financial bids should be uploaded online as per the specified ".Xls" format i.e. Price Bid Excel sheet attached as '.Xls'. It shall contain the rate as quoted by the bidder only. The base rate of license fee is mentioned on Page-2 of this document. As such, bidders have to quote their financial bids over and above the said base rate. Base rate of license fee for bidding shall be as on the date of submission of bids.

- (v) The bid submitted below the base rate shall be summarily rejected.
- (vi) The Licensor (Indian Institute of Technology Kanpur) shall be entitled to round off the License fee to be computed according to the total area of the premises to the next upper multiple of hundred rupees.
- (vii) The Licensor shall also be entitled to an enhancement @ 5% in the total License fee cumulatively (as computed in '(vi)' above) duly rounded off as aforesaid, every year.

**4. LAST DATE FOR SUBMISSION OF TENDER:**

- (a) Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- (b) The Estate Office, IIT, Kanpur may, at its own discretion, alter / extend the last date for submission of tenders.

**5. BID VALIDITY**

- (a) All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- (b) 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 90 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.
- (c) A bid valid for a shorter period shall be declared as non-responsive.
- (d) In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

**7. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:**

- (a) No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's submission last date and time.
- (b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's submission last date and time, unless the same has been expressly sought for by the Authority, shall be disregarded.

**8. REJECTION OF THE BID:**

The bid submitted shall become invalid and tender fee shall be refunded after expiry of bid validity if either of the following conditions are fulfilled:-

- (a) The bidder that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
- (b) The bidder does not upload all the documents as stipulated in the bid document.
- (c) 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.
- (d) Conditional tender shall not be entertained and summarily rejected.

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**GUIDELINES FOR BIDDERS****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 license agreement (Annexure-IV).
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. 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.
5. 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.
6. 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. Any other obligatory expenses for signing the agreement shall be borne by the licensee.
7. Prices/discounts of all items must be in Indian rupees and must be inclusive of GST and all other taxes.

**ELIGIBILITY CRITERIA**

8. Must have experience of running similar shop/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.
9. 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.
10. 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 outlet /outlet in question as well, if the related law so requires.
11. 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, CEMMC in its meeting dated 14.03.2022 approved the concept of "One Licensee One Shop One Location". Due to this concept, if the bidder already has a shop at any of the following locations of the Institute premises, his/her bid for the same location will not be considered.

1. Main Shopping Complex	2. New shopping Complex	3. Academic Area
4. New SAC Shopping Complex	5. Chowpati Area	6. MT Shopping Complex
7. Type-1 Shopping Complex	8. Type-2 Shopping Complex	9. New Taxi Stand

12. 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)**

13. **As mentioned on Page-2, requisite amount of Earnest Money Deposit (EMD) in the form of FDR / DD of State Bank of India / Union Bank of India or Scheduled Nationalized Bank in favor of the "Registrar, IIT Kanpur", must be submitted to the "Estate Office (Room No.101D, Faculty Building, IIT Kanpur - 208016" on or before the last date and time of the submission of the bids. In case the original, FDR / DD is not received up to the stipulated date and time, the related tender shall not be considered.** Cheque in lieu of FDR / DD shall not be entertained in any circumstances.



14. The EMD of the successful bidder will liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement.
15. 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.
16. 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 minimum period of three months.
  - (c) The EMD of the bidder whose bid is finally accepted, shall be returned on submission of the security deposit as mentioned below.

**SECURITY DEPOSIT (TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER AWARD OF THE TENDER):**

17. Successful bidder shall have to deposit a security amount base on the following calculation through DD/RTGS/any other digital transfer mode in the Institute Account:
  - (a) Security amount shall be fixed to five times of the quoted monthly license fee by the successful bidder.
  - (b) Five times of the monthly 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 ₹5,000/-, subject to a minimum security amount of ₹15,000/-.

**OPENING OF TENDER AND CRITERIA OF TENDER EVALUATION:**

**(a) Phase-I : Technical Evaluation:**

- (i) First of all, the Technical bids will be opened on the scheduled date and time for evaluation of the received technical bids.
- (ii) Technical bids shall be evaluated by a duly constituted Committee of the Institute for the purpose. The bidders or their authorized representatives, 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.) in person to finalize the bid.
- (iii) A Price Advantage Factor (PAF) in the range of 0.8 to 1.2 may be assigned to the technically qualified / shortlisted bidders during technical evaluation based on the past performance or perceptive brand value of the company / firm submitted the bids.
- (iv) The bidders quoting arbitrary rates for menu items may be disqualified by the evaluation committee.

**(b) Phase-II : Financial Evaluation:**

- (i) Financial bids of technically qualified / shortlisted bidders shall be opened. The contract will be awarded to the bidder who will have the highest of the following:
 

(Price Advantage Factor × Per Sq.mt. Rate of License fee Quoted by the Bidder)
- (ii) However, it is a condition that if the calculated value (after due calculation from the above formula) of the existing licensee, who already in possession of the said outlet, comes lower than the other bidder(s) calculated value, the existing licensee shall have the right for being awarded the outlet, provided that the existing licensee is willing to match the rates of the highest bid received and has technically qualified / shortlisted. If so, an undertaking to this effect shall have to submit by the bidder.

**FINALISATION FOR AWARD OF THE TENDER:**

- (i) If existing licensee's calculated value comes highest, the tender will be allotted to the existing licensee. If not, and willing to match the amount quoted by the highest bidder, the tender will be awarded to the existing licensee.

- (ii) If existing licensee unable to match the quoted amount of the highest bidder, the tender will be awarded to the bidder who quoted the highest amount.

**FINAL COMPUTATION OF MONTHLY LICENSE FEE:**

Total monthly license fee of the premises will be as under:

- (a) Total area of the premises × per sq.mt. rate quoted by the successful bidder (duly rounded to the upper multiple of hundred rupees).
- (b) An enhancement @ 5% per annum in the monthly License fee as computed above, cumulatively (duly rounded to the upper multiple of hundred rupees).
- (c) GST @ 18% or as per the prevailing Government rates shall be payable extra.

**DOCUMENT FORMING THE CONTRACT (LICENSE AGREEMENT):**

- (a) The party, whose tender is accepted, will have to sign a license agreement as given in Annexure-III within 10 days from the award of the tender, failing which the EMD and amount deposit (equivalent to five time of the monthly license fee) will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.
- (b) Appendix-A (Instruction for online bid submission), Appendix-B (Instruction for E-Procurement), Appendix-C (Guidelines for bidders), Annexure-I (Rate List of the Items / Services), Annexure-II (Details of the Bidder), Schedule of Quantity, Annexure-III (License Agreement), all the uploaded supporting documents with this tender, letter containing offer of award of tender issued by the Institute to the successful bidder and acceptance of the terms and conditions of thereon shall be the integral part of the license agreement of the contract.

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**INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
ESTATE OFFICE**

**LIST OF ITEMS TO BE GIVEN IN THE OUTLET (SHOP 07, NSC)**

**(The prices to be quoted should be inclusive of GST & other applicable taxes)**

S.No.	Name of Service	Quoted Price (Rs.)/ Discount (%)
1	Refrigerators	
2	Televisions (LED/LCD)	
3	Air Conditioner	
4	Heaters/ Blowers	
5	Semi-Automatic Washing Machine	
6	Fully Automatic Washing Machine	
7	Vacuum cleaner	
8	Speakers	
9	Blue tooth Speakers	
10	Geysers	
11	Oven	
12	Electric Kettle	
13	Juicer Mixer Grinder	
14	Iron (Press)	
15	Coolers	
16	Fan	
17	Household Electronic items	
18	Computer	
19	Laptop	
20	Printer	
<b>ANY OTHER SIMILAR ITEM WHICH YOU WOULD LIKE TO PROVIDE IN THE OUTLET:</b>		

## DETAILS OF THE BIDDER:

IN CASE THE BIDDER IS A FIRM		IN CASE THE BIDDER IS AN INDIVIDUAL	
PAN No. _____		PAN No. _____	
GST Registration Certificate/No. _____		GST registration of the last work. _____	
Not applicable		Aadhar No _____	
Bank statement for the last one year of the registered firm's Account.		Bank statement for the last one year of the Individual's account: uploaded Yes/No	
Firm Registration No. _____		Not required	
EPF registration No. _____		EPF registration No. _____	
ESIC Registration No. _____		ESIC Registration No. _____	
No of years of experience _____		No of years of experience _____	
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 / Organization Name	Years of experience	Institute / Organization Name	Years of experience
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Annual turnover during the following financial years 1. 2021-2022: ₹ _____; Income tax paid: ₹ _____ 2. 2020-2021: ₹ _____; Income tax paid: ₹ _____ 3. 2019-2020: ₹ _____; Income tax paid: ₹ _____		Annual turnover during the following financial years 1. 2021-2022: ₹ _____; Income tax paid: ₹ _____ 2. 2020-2021: ₹ _____; Income tax paid: ₹ _____ 3. 2019-2020: ₹ _____; Income tax paid: ₹ _____	

**Note:** Requisite document in support of the above may be uploaded on the CPP Portal (<https://eprocure.gov.in/eprocure/app>) during submission of the bid.

**TENDER ACCEPTANCE LETTER**  
**(To be given by the bidder on Company Letter Head)**

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

To  
Assistant Registrar (SG)  
Estate Office  
Room # 101A, Faculty Building  
Indian Institute of Technology Kanpur  
Kalyanpur, Kanpur - 208016

**Subject:** Acceptance of Terms & Conditions of the Tender.

**Tender Reference No:** \_\_\_\_\_.

**Name of Tender:** \_\_\_\_\_.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) along with draft license agreement for the above mentioned 'Tender/Work/Services' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), draft license agreement etc.), which form part of the contract / license agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this tender acceptance letter.
4. I / We hereby unconditionally accept the tender terms and conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our firm has not been blacklisted / debarred / terminated / banned by any Govt. Department / Public Sector Undertaking.
6. I / We certify that all information furnished by me / our firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**  
**(Signature of the Bidder, with Official Seal)**

**DRAFT LICENSE AGREEMENT**

THIS LICENSE AGREEMENT IS MADE ON THIS THE .....**DAY OF** ..... **2023.**

**BETWEEN**

**Indian Institute of Technology Kanpur** incorporated as a body corporate under the Institutes of Technology Act, 1961 having its campus near Kalyanpur, Kanpur (hereinafter referred to as the "Institute" or "Licensor"), through its Officer In-Charge, Estate Office, which term shall unless it be repugnant to the context or meaning thereof, means and includes its successor and assigns, of the FIRST PART.

**AND**

Sh. \_\_\_\_\_, S/o \_\_\_\_\_ Residence at \_\_\_\_\_, (hereinafter referred to as the "Licensee"), which expression unless repugnant to the context and/or meaning thereof, includes its successors and permitted assigns, of the SECOND PART.

**Whereas**, the Licensor, an Institute of national importance declared as such under the Institutes of Technology Act, 1961 for providing higher education and research in various branches of science, engineering and technology, has constructed a number of buildings on its campus, all of which are covered under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, to carry out its aims and objectives.

**And whereas**, the Institute has canteen premises in Hall of Residence VIII which is run to provide canteen facilities to the campus community.

**And whereas**, the Licensor is the absolute owner in possession of the said Premises located on its campus.

**And whereas**, the Licensor has decided to allot the premises in New Shopping Centre to the willing party having experience and expertise in running such an outlet and had accordingly invited open tender from such parties, to run the outlet / outlet in the said premises.

And whereas, after processing all the tenders received in this behalf and interaction with the respective bidders, the bid of the Licensee has amongst all the parties been found to be most suitable.

And whereas, the Licensor has accordingly decided to license out and give on license the Said Premises to the Licensee and the Licensee has agreed to take the said premises on license to establish and run the outlet as aforesaid, in the said premises.

And whereas, both the parties are agreeable to the terms and conditions as stipulated in this Deed of License.

**Now therefore, this deed of agreement witnesses and the parties hereto agree to the BROAD TERMS AND CONDITIONS OF THE LICENSE AGREEMENT set forth here as under:**

**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 License agreement, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the License agreement requires the same otherwise.
  - (a) "Director" means the Director of the Indian Institute of Technology, Kanpur.
  - (b) "CEMMC" means "Commercial Establishments Monitoring & Management Committee" constituted by the Director of the Institute.

- (c) "Institute" means the Indian Institute of Technology, Kanpur through its Director or his representative.
- (d) "Licensee" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the Licensee's personal representative, successors and permitted assigns.
- (e) "Estate Officer" means an officer appointed as such by the Central Government under section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
- (f) "Officer-in-charge (Estate)" means the Officer-in-Charge (Estate) of the Indian Institute of Technology Kanpur who directs and administers the License agreement.

### **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 year i.e. next nine months & 2 years. 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.

### **Recovery of License Fee, Electricity, Cleaning & Maintenance Charges etc. for the Licensed Premises:**

5. The Licensee shall be liable to pay the License Fee regularly latest by 7<sup>th</sup> of each successive calendar month which however, shall be subject to change from time to time at the discretion of the Institute. At present, the monthly license fee of the outlet premises will be as enumerated below, for the above duration:
- During the 1<sup>st</sup> year: ₹\_\_\_\_/- p.m.
  - During the 2<sup>nd</sup> year: ₹\_\_\_\_/- p.m. (₹\_\_\_\_/- + 5%, duly rounded to upper multiple of hundred rupees).
  - During the 3<sup>rd</sup> year: ₹\_\_\_\_/- p.m. (₹\_\_\_\_/- + 5%, duly rounded to upper multiple of hundred rupees).
  - During the 4<sup>th</sup> year: ₹\_\_\_\_/- p.m. (₹\_\_\_\_/- + 5%, duly rounded to upper multiple of hundred rupees).
  - During the 5<sup>th</sup> year: ₹\_\_\_\_/- p.m. (₹\_\_\_\_/- + 5%, duly rounded to upper multiple of hundred rupees).
6. Cleaning & maintenance charges of ₹500/- per month or as per the applicable rates of the Institute shall be payable by the licensee.
7. GST @ 18%, or as per the prevailing Government rates, on the monthly License Fee and Cleaning & Maintenance charges, shall be payable extra by the licensee.
8. In case of failure to pay the License Fee, Cleaning & Maintenance charges 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 administrative charges.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.

**Security Deposit:**

14. The licensee submitted Security Deposit of ₹\_\_\_\_\_/ - in the Institute Account having reference No.\_\_\_\_\_ dated \_\_\_\_\_. Security amount shall be refunded to the licensee, without interest, after handing over the vacant possession of the allotted premises to the Institute by clearing all the dues pertaining to the said shop premises.
15. 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.
16. 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.
17. 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.

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

18. 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.
19. 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.
20. 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.
21. Rate list has to be mandatorily displayed at the shop/outlet in A4 size sheet/12"x18"/readable font & size.
22. The prices 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. Increase in prices without approval of CEMMC would invite punitive measures.



23. All necessary furniture and other infrastructure, for providing the services in the shop/outlet, shall be arranged, provided and maintained by the Licensee.
24. Facility of Payment through BHIM, UPI, Credit / Debit Card, etc. should be made available.
25. 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).
26. 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:**

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

27. 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.
28. 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.
29. The licensee shall have to provide proper and smooth services to the customers to their satisfaction.
30. 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.
31. 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.

**Liability of GST and Other Taxes**

32. 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.
33. 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.

34. 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.
35. 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.
36. 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**

37. 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.
38. 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.
39. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
40. 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.
41. Unusable/old//not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.
42. Usage of plastic bags is strictly PROHIBITED and the same shall not be used under any circumstances, whatsoever. Instead use of Paper bags etc. is encouraged.

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

43. 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**

44. 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.
45. 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.
46. The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
47. No female employee shall be allowed to work in the shop during night i.e. beyond 8:00 pm.
48. 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.

49. 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.
50. The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
51. 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.
52. 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.
53. 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.
54. 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.

#### **Fuel for cooking (If Applicable)**

55. The Licensee shall use only the PNG/Induction for cooking and no other means. Accordingly, the licensee shall ensure obtaining commercial PNG connection from the Central UP Gas Ltd. (CUGL) who has its PNG supply line installed in the Institute premises. Commercial LPG cylinders could be used only when the PNG supply is obstructed due to some break down or for some other reasons.

#### **Compliance of Statutory Obligations and Other Provisions**

56. 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.
57. The entire Institute campus is declared as tobacco free campus. 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. If licensee of the shop found selling the cigarette and other tobacco products, the license agreement shall be terminated with immediate effect and the said licensee be debarred for five years from participating in any tender floated by the Institute.
58. 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.
59. 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.

60. 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.
61. 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.
62. The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

### **Complaint Mechanism**

63. 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.
64. 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.
65. 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 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.
66. 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.
67. If any complaint is received from the IITK campus residents against the shop/outlet that the licensee or his/her staff has acted in a discourteous manner/misbehave/misdemeanor and if it is found correct upon inquiry initiated by the competent authority of the Institute, the following action may be taken against the said licensee:
  - (a) The license agreement of the said shop/outlet shall be suspended with immediate effect till the pending decision of CEMMC for a suitable action including termination of license agreement may be imposed.
  - (b) The said licensee may be debarred for five years from participating in any tender floated by the Institute.

### **Termination of Contract**

68. 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.
69. 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.

70. 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:**

71. 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.
72. 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.
73. In case of subletting is proven, the rates of damages will be calculated at two times of damages (as mentioned above in 'Termination of Contract') 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.
74. The entire business of the outlet shall be carried out in the name and at the behest of the licensee.
75. 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.
76. 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 termination of contract and or adequate penalty at the discretion of the Institute.

#### **Contract Documents and their interpretations**

77. The original agreement shall remain with the Institute while a photocopy thereof may be retained by the licensee, if it so wishes.
78. 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.

**Settlement of Dispute:**

- 79. The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with this contract or its interpretation.
- 80. If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IIT Kanpur under the Arbitration and Conciliation Act, 1996, who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IIT Kanpur. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

**Jurisdiction**

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

**Details of the Premises:**

SI#	Particular	Details
1	Location of the outlet	Shop No. 07, New Shopping Centre
2	Outlet No.	Electronic Items Shop
3	Area of the Outlet	22.85 sq.mt
4	Activity	Electronics Items
5	Other shop(s)/ outlet(s) run by the Vendor in the Institute premises/Elsewhere	

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED HEREIN ABOVE**

On behalf of

M/s .....

Authorized Signatory

Full Name; .....

Designation: .....

Seal:

Witnesses

1. Signature: .....

Name: .....

Address: .....

.....

2. Signature: .....

Name: .....

Address: .....

.....

On behalf of

Indian Institute of Technology Kanpur

Authorized Signatory

Full Name; .....

Designation: .....

Seal:

Witnesses

1. Signature: .....

Name: .....

Address: .....

.....

2. Signature: .....

Name: .....

Address: .....

.....