TENDER NOTICE NO.05/2018-19

TENDER DOCUMENT

FOR

RUNNING BAKERY SHOP

AT

SHOP NO. B-2, MAIN SHOPPING CENTRE,

IIT KANPUR
भारतीय प्रौद्योगिकी संस्थाना कानपुर
संपदा कार्यालय (दूरभाष: 0512) 259-7327
कक्ष संख्या 101 डी (फैकल्टी बिल्डिंग)
निविदा सं.05/2018-19

भा.प्रौ.सं.कानपुर, मुख्य शॉपिंग सं.सं.सेंटर स्थित

दुकान सं. बी-२ में बेकरी की दुकान

के संचालन हेतु निविदा प्रपत्र

Signature of the bidder
Tender Notice No.05/2018-19

SUB: TENDER TO RUN BAKERY SHOP AT SHOP NO. B-2, MAIN SHOPPING CENTRE, IIT KANPUR

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 Shop premises at Main Shopping Centre and intends to give it on license, to the willing party having experience of and operating bakery shops under its ownership/proprietorship, to cater to the 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.

1) The prescribed bid form duly filled by the applicant in all respects should be dropped in the tender box kept in the Estate Office on 23 August 2018 (Thursday) up to 1450 hrs.

2) The tenders will be opened on 23 August 2018 (Thursday) at 1500 hours in Room No. 101-B, Faculty Building, IIT Kanpur in the presence of the Members of 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.

3) The Financial bids of only the technically qualified bidders shall be opened on 23 August 2018 (Thursday) at 1600 hours in Room No. 101-B, Faculty Building, IIT Kanpur.

4) केवल तकनीकी योग्य बोलीदाताओं की वित्तीय बोगलयां खोली संख्या 101-बी, फैकल्टी बिल्डिंग, आईआईटी कानपुर में 04:00 बजे 23 अगस्त 2018 (गुरुवार) पर खोली जाएंगी।

5) The Institute reserves the right to accept / reject any tender without assigning any reasons.

संस्थान किसी भी कारण बिना किसी भी निविदा को स्वीकार / अस्वीकार करने का अधिकार रखता है।

-----------------sd-----------------
Assistant Registrar/
Officer In-charge, Estate

Copy to:
1. Director
2. Deputy Director
3. Chairman, CEMMC
4. Registrar
5. All Notice Boards
6. Institute website.

Signature of the bidder
GUIDELINES FOR TENDER FOR BAKERY SHOP, SHOP NO. B-2, MAIN SHOPPING CENTRE

1. The contract is for running the Bakery Shop at Shop No. B-2, Main Shopping Centre at IIT Kanpur for which premises to the successful bidder shall be given on license. However, the Bakery Shop 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 such case, there must be an authorization from all the partners to the 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. Any overwriting or cutting in the 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 tenderer is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the tenderers own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.

7. The tenderer shall give his/her full permanent as well as temporary address in Annexure 1 and shall also furnish/attach proof thereof.

8. The bidder whose bid is accepted, shall submit a Rs.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 of all items in Annexure-2 must be quoted in Indian rupees and must be inclusive of GST.

Eligibility Criteria:

Signature of the bidder
10. Good Financial health of an individual/ firm in terms of working capital, to run a Bakery Shop smoothly.

Preferences will be given to individual/firm with better financial position/state.

The bidder must have experience of not less than three years of running such a bakery shop in a Government/semi-
government/autonomous body and reputed Institute. Interested bidder may apply along with sufficient proof of its
experience/ability of running such outlet.

11. Earnest Money Deposit (EMD) shall have a GST number for the

The bidder must have its code numbers under the Employees State Insurance Act & Employees Provident Fund
Act from the Kanpur offices of the concerned departments.

12. The bidder must have PAN Number and GST/GSTN number. The bidder whom the contract is finally awarded
shall have a GST number for the Bakery Shop in question as well, if the related law so requires.

13. The bidder must have its code numbers under the Employees State Insurance Act & Employees Provident Fund Act from the Kanpur offices of the concerned departments.

Earnest Money Deposit (EMD)

Bakery Shop (ईएमडी)

15. Every bid must be attached with an Earnest Money Deposit of Rs. 10,000/- in the form of FDR or TDR of any
scheduled bank, in favor of the “The Registrar, IIT, Kanpur”. Any bid which is not accompanied by the
earnest money deposit, shall be summarily rejected. Any bid accompanied by the cheque/DD in lieu of earnest
money shall also be rejected.

The earnest money of the successful tenderer 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.

The earnest money of the tenderer who withholds 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.

Signature of the bidder
17. a. The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process. 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.

Documents to be attached with the bid:

18. The bidder must attach the Bank Draft and self-attested copies of the following documents along with the bid. Any bid not accompanied by any of such documents would be liable for rejection:

a) Income Tax Registration Certificate/PAN No.
b) Last one year bank statement
c) Firm/Company Registration Certificate.
d) GST Registration Certificate/No.
f) Other Statutory Registrations/Licenses, if any.
g) Bank Solvency Certificate.
h) Details/particulars of the firm submitting the bid in Annexure-1(Part I, II & III)
i) Total number of outlets and details of outlets not exceeding five presently being run by the bidder.
j) Audited balance sheet and profit and loss accounts along with gross turnover and profit for the last three financial years.
k) Authority/Resolution in favor of the person signing the bid on behalf of the firm submitting the tender.
l) Bank Draft of Rs.10,000/- (TenThousand Only) towards EMD.
m) Address proof/aadhar Card of individual applicant/person signing the bid.

Documents to be attached with the bid:

- Details of outlets not exceeding five being run by the bidder.
- Audited balance sheet and profit and loss accounts along with gross turnover and profit for the last three financial years.
- Authority/Resolution in favor of the person signing the bid on behalf of the firm submitting the tender.
- Bank Draft of Rs.10,000/- (Ten Thousand Only) towards EMD.
- Address proof/aadhar Card of individual applicant/person signing the bid.

Signature of the bidder
Submission of Bid:
बोली प्रस्तुत करने की प्रक्रिया

19. The bid shall be submitted in two parts i.e. Technical Bid and the Financial Bid in the following manner:

a. Technical Bid: The Technical bid shall consist of entire Tender document i.e. Appendix-A, Appendix-B and Annexure-I (Part I, II & III). Along with it, all the documents as detailed in point 17 above (‘a’ to ‘p’) should also be attached. The Technical bid shall be submitted in a sealed envelope, superscripted, “TECHNICAL BID FOR RUNNING BAKERY SHOP AT SHOP NO. B-2, MAIN SHOPPING CENTRE, IIT CAMPUS”.

b. Financial Bid:

i. The Financial bid shall be submitted in Annexure-2 वित्तीय बोली अनुलग्नक -2 में जमा की जाएगी

ii. The base License fee (base rate) for bidding shall be Rs. 176/- per square meter as on the date of submission of bids. As such, the bidders have to quote their financial bids over and above the said base rate. बोली लगाने के लिए आधार लाईसेंस शुल्क (आधार दर) 176/- रुपये प्रति वर्ग मीटर होगा। बोलीदाताओं को अपनी वित्तीय बोलियाँ आधारभूत दर से अधिक दर पर उद्धृत करनी होगी।

iii. The bid submitted at par or below the base rate shall not be entertained and be summarily rejected. आधार दर के बराबर या नीचे दिए गए वित्तीय बोली को संक्षेप में खारिज कर दिया जाएगा।

iv. The Institute shall be entitled/ competent to deposit the License fee equivalent to the base rate of License fee to the Institute Accounts as per norms and the rest i.e. the balance License fee realized out of the higher rate as determined finally in the bid shall be deposited to any other head at the discretion of the Institute. संस्थान की लाईसेंस शुल्क की मूल दर के बराबर लाईसेंस शुल्क संस्थान के मद में जमा करने का हक होगा और शेष राशि संस्थान के बीसे अन्य उचित मद में जमा करने का अधिकार भी संस्थान को होगा।

v. The Financial bid should be put in a separate sealed envelope superscripted, “FINANCIAL BID FOR RUNNING BAKERY SHOP IN MAIN SHOPPING CENTRE at IIT CAMPUS”. Both the Technical Bid and the Financial Bid shall further be put in another larger single sealed envelope and dropped in the tender bod kept in the Estate Office, Room No. 101-D (Faculty Building), IIT Kanpur. वित्तीय बोली को एक अलग मुहरबंद लिफाफ में रखा जाना चाहिए जिस पर लिखा हो "आईआईटी कैंपस में मुख्य शॉपिंग सेंटर की दुकान सं. भी. 2 में बेकरी की दुकान चलाने हेतु वित्तीय बोली"

vi. Any bid containing Technical Bid and Financial Bid in same envelope shall be summarily rejected. एक ही लिफाफ में तकनीकी बोली और वित्तीय बोली डालने वाले किसी भी बोली दाता की बोली को संक्षेप रूप से खारिज कर दिया जाएगा।

20 Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse, shall be entertained. यदि उल्लिखित तिथि एवं समय के पश्चात कोई भी निविदा प्राप्त होती है तो इसको निरस्त कर दिया जाएगा तथा उसको किसी भी परिस्थिति में खींचकर नहीं किया जाएगा और इस संबंध में किसी भी प्रकार का स्पष्टीकरण (जैसे कि डाक की गलती से निविदा जमा करने में देरी हुई है) पर ध्यान नहीं दिया जाएगा।

Signature of the bidder
21. The tender will remain valid for 30 days from the date of opening. 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:

22. First of all, the Technical bids will be opened on the stipulated date and time as mentioned on page no. 3-4 of this document in Room No. 101-B, Faculty Building in the presence of 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 (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.

Thereafter, financial bids of all the technically qualified bidders only will be opened on the stipulated date and time as mentioned on page no. 3-4 of this document, in Room No. 101-B, Faculty Building and considered.

23. The party, whose tender is accepted, will have to sign an agreement within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.

Evaluation Criteria for Bid Evaluation:

24. The Financial bids of only such bidders whose bids qualify in their technical evaluation will be opened. A price advantage factor in the range e.g. 0.8 to 1.2 may be assigned to the bidders during technical bid evaluation based on the past performance or perceptive brand value. Only for the technically qualified bidder(s), the financial bids will be opened. The contract will be awarded to the bidder who will have the highest of the (Price adjustment factor x rate offered by the bidder).

Acceptance/Non-acceptance of bids:

25. The bidder whose financial bid is highest, shall be awarded the tender to run the operations in the said premises.

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

इस निविदा की शर्त है कि क्षेत्रीय दुकान का पहले से ही लाइसेंसधारक को दुकान से सम्मानित करने का पहला अधिकार प्राप्त होगा, बशते मौजूदा लाइसेंसधारक दुकान उद्धव को दरों से भर करने का तैयार हो जाता है और साथ ही तकनीकी बोली के मूल्यांकन में भी योग्यता प्राप्त हो।

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 Tenderer _______________________________
निविदाकार के हस्ताक्षर

Name ______________________________________________
नाम

Full Address & Telephone/Mobile No. ____________________
 पूरा पता एवं दूरभाष/मोबाइल नम्बर

Signature of the bidder
Scope of Contract / अनुबंध का ढायरा

1. The contract comprises the sale and supply of bakery/confectionary items as enlisted in the Annexure 1 to the customers, including transportation, cost of materials and labor. The contractor shall make his own arrangement for safe storage of materials and accommodation for its staff etc.

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. "Contractor" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the contractor’s personal representative, successors and permitted assigns.

c. "Director" means the Director of the Indian Institute of Technology, Kanpur.

Apprendix A, i.e., the Guidelines for bidders, Appendix B, i.e., terms and conditions of the contract, application/declaration (Part I & II in Annexure I), the schedule of quantity and prices filled (Part III in Annexure I), the price bid in Annexure II and the letter containing offer of award of tender issued by the Institute to the successful bidder shall be integral part of this contract.

Signatures
Duration of the contract/ अनुबंध की अवधि

4. The duration of contract will be for one year, initially, 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. nine months. Further, the contract shall be annually extended (one year at a time) for two more years based on past performance. Under no circumstances shall the contract be extended for more than five years.

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

5. The contractor shall be liable to pay the license fee regularly by 7th of each successive month for the Bakery Shop space (inclusive of water charges) which however, shall be subject to change from time to time at the discretion of the Institute.

6. In case of failure to pay the License fee within the stipulated time as aforesaid, the contractor shall be liable to pay a sum of Rs. 100/- p.m. over and above the License Fee on cumulative basis towards delay charges.

7. Besides, the contractor 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 Licence fee. For the purpose, there shall be a meter installed in the Bakery Shop by the Institute. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid at the then prevailing rates.

8. However in case of non-payment of electricity charges in time, the contractor 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.

Signature of the bidder
वह टेक्निकल द्वारा लाइव्सेंस शुल्क, विशेष शुल्क एवं योग्य शुल्क का समय पर भुगतान नहीं किया जाता तो इसे अनुबंध की शर्तों का 
गंभीर उल्लेख माना जाएगा। ऐसी स्थिति में संबंध अपने विवेकाधिकार का प्रयोग करते हुए प्रत्यक्षअनुबंध को समाप्त कर सकते हैं 
तथा जिसे किसी भी स्थिति में इस्तेमाल द्वारा चुनौती नहीं दी जा सकेगी।

11. The contractor shall use the premises ONLY for which it has been given by the Institute under the contract. 

The use of the premises for other purposes will lead to the suspension/termination of the contract. 

टेक्निकल उपचित परिसर का प्रयोग केवल उसी उद्देश्य के लिए कर सकते हैं जिस उद्देश्य के लिए संबंध द्वारा उसे यह दिया गया है। 

इसके अंतर्क्ष यदि टेक्निकल अनुसार किसी दूसरे उद्देश्य के लिए परिसर का प्रयोग करते हैं तो उल्लेखित अनुबंध को समाप्त कर दिया 
जाएगा।

12. The contractor 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 contractor shall always use the premises in a prudent and careful manner as if it were his own. 

सांपदा कार्यालय की पूर्व लिखित अनुमति के बावर टेक्निकल इस परिसर का इस्लामाल आवासीय उद्देश्य अथवा (अनुबंधित वस्तुओं के 
अंतर्क्ष अन्य वस्तुएँ बचने सहित) अन्य उद्देश्यों के लिए नहीं करेगा। टेक्निकल परिसर का इस्लामाल ऐसे वृद्धिमानी एवं 
सावधानीपूर्वक तरीके से करेगा जैसे कि यह परिसर उनका खुद का हो।

Assignment & Subletting/नियत कार्य एवं किराये पर लिये हुए को किराये पर उठाना 

13. The contractor 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 
Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, 
defaults and negligences of its workmen, fully being deemed as those of the contractor itself. 

संबंध की लिखित अनुमति के बावर टेक्निकल इस परिसर अथवा इसके किसी भाग को अन्य व्यक्ति के सुपुर्दू नहीं करेगा और न ही इसमें 
किसी प्रकार का लाभ अथवा इस पर या इसके अंतर्गत व्याज हासिल करेगा। इस अनुबंध के तहत समस्त जिम्मेदारियों का निर्भरव 
टेक्निकल या फिर उसके अधिकृत एवं सहभाग प्रतिनिधियों(एवं) द्वारा किया जाएगा। टेक्निकल अपने कर्मचारियों के यहाँ, गलतीयाँ एवं 
लापरवाहियों के लिए व्यक्तियों जिम्मेदार होंगा। उसक समस्त कारणों के लिए टेक्निकल व्यक्तियों माना जाएगा।

14. If at any time, it is detected that the Bakery Shop has been sublet or assigned to any other entity by the 
contractor, the Institute would be at liberty to terminate the contract forthwith without giving any time to the 
contractor 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. 

यदि कभी भी यह पाया जाता है कि टेक्निकल द्वारा स्वयं के विवेकाधिकार (नियंत्रण) पर दुकान को किराये पर 
अथवा किसी अन्य संस्था 
के सार्वजनिक किया गया हो एवं इसके पास दिल्ली नगर को प्राप्त कर लिये हों तथा/अथवा किसी दूसरी पार्टी को हस्तांतरित कर 
हो।

15. The entire business of the Bakery Shop shall be carried out in the name and at the behest of the contractor. 

दुकान का समस्त कारोबार टेक्निकल के नाम एवं उसके आदेश पर ही नियंत्रित किया जाएगा।

16. The contractor 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 Bakery Shop and the business of the Bakery 
Shop shall not be carried out by any other person/ entity under any circumstances. 

जो टेक्निकल अथवा उसके अधिकृत/सहभाग प्रतिनिधियों में है समय उपलब्ध रहे उसकी स्वतंत्र संपदा कार्यालय को फहरे से 
लिखित में ही जाएगी। किसी भी परिस्थिति में दुकान का कारोबार किसी अन्य व्यक्ति अथवा व्यक्ति द्वारा नहीं किया जाएगा।

17. In normal course, the contractor or his authorized competent person should be available in the canteen. However 
if for any reason, the contractor is not in a position to be available in the Bakery Shop 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 contractor has violated an essential condition of the contract and the contractor may be dealt with in an 
appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

आमतौर पर टेक्निकल अथवा उसके अधिकृत सम्मान व्यक्ति को दुकान में मौजूद रहना होगा। हालाँकि यदि किसी कारण से टेक्निकल 
लगातार तीन महीने में अधिक समय तक दुकान आने की स्थिति में नहीं है तो इस संबंध में संपदा कार्यालय की पूर्व अनुमति प्राप्त करनी 

Signature of the bidder
Bakery Shop Timing, Menu, Prices, Facilities and Services etc.

18. The Bakery Shop shall operate from 10:00 a.m. to 09:00 p.m. Running the Bakery Shop before 10:00 a.m. and/or beyond 09:00 p.m. shall be carried out only with the prior permission of the Estate Office.

19. The Bakery Shop 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-1 must be available during the Bakery Shop working hours. However, the Institute through CEMMC may add or delete any number of items to the menu/Annexure-1. All the orders in this behalf shall be issued by the Officer In-charge, Estate.

21. The prices in Annexure-1 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 https://data.gov.in/catalog/state-level-consumer-price-index-ruralurban for Uttar Pradesh Urban region. The price index shall not be applicable to third party items.

22. All necessary furniture and other infrastructure shall be provided by the Licensee.

23. Facility of Payment by credit, debit and ATM cards, UPI should be made available.

24. Installation of 4 digit campus telephone (via Sanchar Vibhag of IITK) should be made by the contractor adopting appropriate procedures within 10 days from the signing of contract. The charges for the installation and rental shall be borne by the contractor. The contractor should additionally have own mobile number(s) as well as its Bakery Shop personnel for contact by the Institute Authorities.

Signature of the bidder
25. 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. First aid measures should also be available for emergencies.

26. Small set of services/items for sale along with the price list should be prominently displayed in legible font. Printed price menu should also be available. All items in price list should be made available to the customer.

27. The Contractor shall have to provide proper and smooth services to the customers to their satisfaction.

28. Any loss to the Campus residents with regard to the services provided by the contractor shall be the responsibility of contractor. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.

29. All the items prescribed as per the tender agreement should be obtained from estate office along with the prices of respective items. The contractor shall have to provide proper and smooth services to the customers to their satisfaction.

30. For the consumers who are not willing to pay in cash, the contractor shall facilitate a swipe payment machine and shall also provide in the Bakery Shop the UPI based payment system. The contractor 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).

31. The contractor shall be absolutely liable for payment of GST to the respective department on items sold in the bakery shop. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.

32. The contractor shall further be liable to pay to the Institute GST at the rate applicable from time to time on the Licence fee payable by it. The GST shall be payable over and above the Licence Fee and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.
33. The contractor 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.

34. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said Bakery Shop or in other places of the campus.

35. The contractor 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.

36. The contractor shall maintain the quality in preparation of articles & availability of fresh items. There shall be no compromise in regard to the quality of items to be sold in the Bakery Shop premises.

37. The contractor shall maintain full hygienic conditions in the shop, in storage, preparation and servicing of eatables and in keeping the premises neat and clean, so as to maintain the standards and aesthetic values in the shop. The contractor shall also have to make his own arrangements for safe storage of materials including the food items.

38. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.

39. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done regularly every six months.

40. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the shop.

41. Usage of plastic bags is a strict NO and the same shall not be used any under circumstances, whatsoever. Instead use of Paper bags/plates/cups/etc. is encouraged. Cloth bags may be made available for users (at nominal charges).

Signature of the bidder
Directives of CEMMC and Estate Office/सीईएमएमसी एवं संपदा कार्यालय के दिशा-निर्देश

42. The contractor shall carry out the work in accordance with this contract and the directives of Office-in-Charge (Estate) 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 menu of eatables including additions/omission or substitution.
b. The removal from the site of any material thereon by the contractor and the substitution of any other materials thereon.
c. The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
d. Inspection of raw materials, other equipment and utensils.
e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

43. The Contractor shall use microwave oven for reheating certain bakery items like paties, sandwiches etc.

Reheating certain bakery items/कुछ बेकरी वस्तुओं को गर्म करने के लिए माइक्रोवेव ऑवन का उपयोग करेगा

44. The contractor shall employ in running the Bakery Shop only such persons as are careful, skilled, experienced in their trades, dexterous, sober, well behaved and rules compliant.

Deployment of Workmen/कर्मियों की नियुक्ति

45. The contractor shall neither employ any child labour nor any worker who is below 18 years of age.

46. No female employee shall be allowed to work in the Bakery Shop during night i.e. beyond 06:00 pm.

47. All the workers shall invariably carry their ID Cards (to be provided by the contractor at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.

48. The bearsers for servicing in Bakery Shop will have to be provided uniforms by the contractor during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner the uniforms during working hours.

Signature of the bidder
50. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.

51. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for any or any other reasons.

52. The contractor 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 contractor 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 contractor 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 initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that are caused on account of any non responsible action on the part of its workers, whether deliberate or otherwise.

54. The contractor 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.

55. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc. The contractor shall have no concern, whatsoever, with all the above mentioned matters.

56. The licensees 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.

57. The contractor shall be liable to ensure compliance of all enactments, rules, regulations 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.

57 (a) On award of contract, the vendor shall mandatorily apply for FSSAI License within one week and shall get the license before the end of the probation period. The copy of the same should be submitted to the Estate Office.

58. The Contractor 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 contractor's failure, as well as the Institute's license fee, electricity charges and other dues etc. The contractor 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 contractor's security deposit.

59. 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 contractor or for its illegal actions, the Institute would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

60. The contractor 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.

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

Security Deposit/ जमा प्रतिभूति

62. The contractor shall have to deposit a security of Rs. 50,000/- (Rs. Fifty thousand only) through FDR drawn in favor of "The Registrar, IIT Kanpur" payable at Kanpur, of any scheduled nationalized bank and which should be valid till three months after the completion of the contract duration.

Signature of the bidder
63. 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 contractor 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.

64. In case of, in which under no clause(s) of this contract, the contractor 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 contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor 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.

65. If the contractor 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 / शिकायत तंत्र

66. The contractor shall maintain a complaint book in the Bakery Shop wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Estate Office through the warden In-charge for necessary action.

67. The complaints shall be removed or dealt with by the contractor on priority basis on issues that concern the contractor and a compliance report thereon, shall be submitted to the Estate Office along with the production of complaint book.

68. The contractor 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 Rs. 1000/-, Rs. 2000/-, the second time and Rs.5000/-, the third time.

Signature of the bidder
Termination of contract/अनुबंध की समाप्ति

70. Either party may terminate the contract by giving 30 days notice to the other party without assigning any reasons, whatsoever.

71. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.

72. 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 07 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay a penal rent to the Institute @ Rs.175 per Sq. Meter or at such higher rate as may be fixed by the Institute at its absolute discretion. The penal rent under no circumstances shall be subject to question and it is the specific term of this contract.

73. 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 contractor and the same shall not be subject to challenge. All the goods belonging to the contractor 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 contractor 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.

Contract Documents and their interpretations / अनुबंध दस्तावेज एवं अन्य व्याख्याएँ

74. The original agreement shall remain with the Institute while a photocopy thereof may be had by the contractor, if it so wishes.

75. 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

Signature of the bidder
Institute through its competent authority to the contractor 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.

अनुबंध संबंधी कई दस्तावेज एक-दूसरे के लिए परस्पर स्पष्ट किये गये हैं। हालाँकि किसी भी प्रकार की अप्रसंगति एवं विसंगति उपलब्ध होते पर इसका स्पष्टीकरण (दिशा-निर्देशों सहित यदि कोई है) समस्थान द्वारा सम्बन्ध अधिकारी के माध्यम से ठेकेदार को प्रदान किया जाएगा तथा इस स्पष्टीकरण को अंतिम एवं वाचकारी माना जाएगा एवं उक्त स्पष्टीकरणों को किसी भी न्यायालय में चुनौती नहीं दी जाएगी।

**Jurisdiction/ अधिकार क्षेत्र**

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

इस अनुबंध के तहत आने वाले सर्वथा विवाद एवं विवाद केवल कानपुर नगर स्थित जिला न्यायालय के अधिकार-क्षेत्र के अधीन होंगे।

Signature of the Bidder

निविदादाता के हस्ताक्षर

Full name of the Bidder ______________________________________

निविदादाता का पूरा नाम.................................................................

Address  ____________________________________________

पता..................................................................................

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.....................................................................................

Mobile No. ____________________________

मोबाइल:................Seal/मुहर.............
**Part I**

APPLICATION FOR RUNNING THE BAKERY SHOP AT SHOP No. B-2,
MAIN SHOPPING CENTRE, IIT KANPUR

Name of the Applicant

(If an individual)/Firm

Father's Name

Address of self and Firm

Phone No./Mobile No.

Aadhar No.

Details of EMD

a. Amount:
   Rs. 10,000/-

b. 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

Aadhar No.

Address

Name

Aadhar No.

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 Bakery Shop 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 applicant  

Seal  

Signature of the bidder
**Part II:**

Details to be filled by the bidder:

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<th><strong>IN CASE THE BIDDER IS AN INDIVIDUAL</strong></th>
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<td>Bank statement for the last one year of the Individual’s account: Yes/No</td>
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<td>Aadhar No. of Firm:_______________</td>
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Signature of the bidder
INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
भारतीय प्रौद्योगिकी संस्थान कानपुर  
ESTATE OFFICE  
सम्पदा कार्यालय  

Price Schedule of Items to be sold in Bakery shop at Shop No. B-2, Main Shopping Centre, IIT Kanpur  
बेकरी शॉप में बेचे जाने वाले आइटम की कीमत शेड्यूल  
(The prices to be quoted by bidders should be inclusive of GST)  
(बोलीदाताओं द्वारा उद्धृत होने वाली कीमतों में जीएसटी शामिल होना चाहिए)  

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Signature of the bidder
Signature of the Bidder

Signature of the bidder
FINANCIAL BID
वित्तीय बोली

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

Bakery shop at shop No. B-2, Main Shopping Centre
मुख्य शॉपिंग सेंटर दुकान संख्या बी - २ में बेकरी शॉप चलाने हेतु

a) The undersigned, hereby, offer to pay a License fee at the rate of Rs./-___________ per square meter for the premises in question, as detailed in the bid document.
मैं, प्रस्तावित परिस्थिति के लिए /-___________ प्रति वर्ग मीटर की दर से एक लाइसेंस शुल्क का भुगतान करने का प्रस्ताव करता हूँ, जैसा कि बोली दस्तावेज में विस्तृत है।

b) I further agree that 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.
मैं यह भी मानता हूँ कि लाइसेंसधारक परिस्थिति के लाइसेंस शुल्क को सौ रुपये के आगे ऊपरी भाग में बंद करने का हकदार होगा।

c) I also agree that the Licensor shall be entitled to an enhancement @ 10% in the total License fee (as computed in 'b' above) duly rounded off as aforesaid, every year.
मैं यह भी मानता हूँ कि लाइसेंसधारक हर साल कुल लाइसेंस शुल्क में @ 10% की वृद्धि का हकदार होगा।

Signature of the Bidder…………………………
Date:…………………………