TENDER DOCUMENT

FOR

RUNNING BARBER SHOP

AT SHOP NO. 2

HALL OF RESIDENCE- XIII, IIT KANPUR

NOTICE NO.12/2018-19

Issued By:

ESTATE OFFICE
I.I.T. KANPUR
भारतीय प्रौद्योगिकी संस्थान कानपुर
संपदा कार्यालय )दूरभाषः 0512(259-7327
कक्ष संख्या 101 बी )फैकल्टी बिल्डिंग( निविदा सं.12/2018-19
भा.प्रौ.सं.कानपुर स्थित हाल -13
की दुकान सं. 2 में बार्बर की दुकान के संचालन हेतु निविदा प्रपत्र

संपदा कार्यालय
भा.प्रौ.सं. कानपुर द्वारा जारी
INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
ESTATE E (Phone: 2597166)  
ROOM NO. 101-D (FACULTY BUILDING)  

Tender Notice No.12/2018-19  

SUB: TENDER TO RUN BARBER SHOP AT SHOP NO.2, HALL OF RESIDENCE-XIII, 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 shop No. 2 of Hall of Residence XIII with an area of 15.21 square meter and intends to give it on license, to the willing party having experience of minimum three years of operating barber shop(s) 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.

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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 11 October 2018 (Thursday) up to 1450 hrs.

2) The tenders will be opened on 11 October 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.

Signature of the bidder
3) The Financial bids of only the technically qualified bidders shall be opened on **11 October 2018** (Thursday) at **16:00 hours** in Room No. 101-B, Faculty Building, IIT Kanpur.

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

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 BARBER SHOP AT SHOP NO. 2, HALL OF RESIDENCE-XIII, IIT KANPUR

छात्रावास -XII की दुकान सं. 2 में बारबर की दुकान की निविदा के लिए दिशानिदेश

General:

सामान्य:

1. The contract is for running a barber shop at shop no.2, Hall of Residence – XIII at IIT Kanpur for which premises to the successful bidder shall be given on license. However, the 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 by a partner in case of a partnership firm. However, in such a case, there must be an authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of all partners.

3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board of Directors, 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/attached proof thereof.

निविदाकार्य को निविदा पत्र में परिवर्तन करने की अनुमति नहीं है। इस तरह के परिवर्तन और परिवर्तन निविदाकार्य के अन्य जोखिम पर होंगे और निविदा को सरस्ते तीय पर असीमित कर दिया जाएगा। सर्वाधिक निविदाएं स्वीकार नहीं की जाएंगी

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

निविदाकार्य अनुबंध 1 में अपने पूर्ण स्थायी एवं अस्थायी पता देगा और इसके बारे में संबंधित प्रमाण भी प्रस्तुत करेगा।

Signature of the bidder
8. The bidder whose bid is accepted, shall submit a Rs.100/- non-judicial stamp paper at its own cost to the Institute Office for preparing the contract agreement to be signed by the both the parties.

9. Prices of all services in Annexure-I (part III) must be quoted in Indian rupees and must be inclusive of GST.

Eligibility Criteria/पात्रता मापदंड:

10 Good Financial health of an individual/ firm in terms of working capital, to run such an outlet smoothly. Preferences will be given to individual/firm with better financial position/state.

11 Must have related experience of not less than three years in a Government/semi-government/autonomous body/reputed Institute or private body. Interested bidder may apply along-with sufficient proof of its experience/ability of running such an outlet.

12. The bidder must have PAN Number and GST/GSTN number. The bidder to whom the contract is finally awarded shall have a GST number for the 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.

14. Firms already having another establishment/shop etc. within the Institute premises will be considered based on good performance. Bidder having two or more establishment/shop etc. within the Institute premises will not be considered for this bid. Further, any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this tender process. Employee and students' relatives are barred from submitting the bids.

Earnest Money Deposit (EMD)/बोलीदाता जमा (ईएमडी)

15. Every bid must be attached with an Earnest Money Deposit of Rs. 5,000/- in the form of FDR/TDR/DD 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 in lieu of earnest money shall also be rejected.

Signature of the bidder
16. 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 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 for forfeiture.

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:

- The bidder must enclose the EMD and self-attested copies of the following documents along with the bid.
- Any bid not accompanied by any of such documents may be liable to 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.5,000/- (Five Thousand Only) towards EMD.
  m) Address proof/aadhar Card of individual applicant/person signing the bid.
  n) List of employees who will be working in the said shop
  o) Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

The bidder must submit a Technical bid (Technical bid) along with the Commercial bid containing details in Annexure-1(Part I, II & III).

Signature of the bidder
a) Technical Bid: The Technical Bid shall consist of entire Tender document i.e. Appendix-A, Appendix-B and Annexure-1. 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 BARBER SHOP AT SHOP NO., HALL OF RESIDENCE- XIII, IIT CAMPUS”.

b) Financial Bid:
   i. The Financial bid shall be submitted in Annexure-2.

   ii. The base License fee (base rate) for bidding shall be Rs.26.40/- 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.

   iii. Any bid submitted at par or below the base rate shall not be entertained and be summarily rejected.

   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.

Signature of the bidder
v. The Financial bid should be put in a separate sealed envelope superscripted, “FINANCIAL BID FOR RUNNING BARBER SHOP IN HALL OF RESIDENCE-XIII 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 box kept in the Estate Office, Room No. 101-B (Faculty Building), IIT Kanpur.

vi. Any bid containing Technical Bid and Financial Bid in same envelope shall be summarily rejected.

vii. 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.

Openings of Bids / निविदाओं का खुलना

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.

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 perceptible brand value. The financial bids of only the technically qualified bidders 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/निविदा की स्वीकृति/अस्वीकृति

25. The tenders that do not fulfill any of the above conditions or are incomplete in any respect, are liable to be rejected.

26. 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 दूरभाषा/मोबाइल नम्बर

Signature of the bidder

Paste passport size photograph here
Scope of Contract/अनुबंध का दायरा

The contract comprises the necessary arrangement of types of parlour/barber services and facilities for gents. This will also include transportation, cost of materials and labor. The Licensee shall make its own arrangement for safe storage of materials and accommodation for its staff etc.

अनुबंध में बार्बर की दुकान में प्रदान करी जाने वाली सभी सर्विसेस की सुविधा प्रदान करना शामिल है। इसमें परिवहन, सामग्री और श्रम की लागत भी शामिल होगी। लाइसेंसियर अपने समान के सुरक्षित भंडारण एवं कर्मचारियों के समायोजन के लिए स्वयं व्यवस्था करेगा।

Definitions/पररभाषा

1. 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.

इस अनुबंध में निविदाकारों के लिए निम्नलिखित पररभाषा, शब्द एवं अभिव्यक्तियां विनिर्दिष्ट की गई हैं। अनुबंध में उल्लिखित का ही प्रयोग किया जाएगा।

a. "CEMMC" means "Commercial Establishments Monitoring & Management Committee" constituted by the Director of the Institute.

सी.ई.एम.एम.एसी का तात्पर्य निदेशक द्वारा गठित ‘व्यावसायिक प्रतिष्ठान जों एवं प्रबंधन समिति’ से है।

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.

कॉन्ट्रेक्टर से तात्पर्य ऐसे व्यक्ति अथवा व्यक्तियों, फर्म या कंपनी से है जिसकी निविदा संस्थान द्वारा स्वीकृत की गई हो। इसमें ठेकेदार के व्यक्तिगत प्रतिनिधित्व, उत्तराधिकारी एवं स्वीकृत वार्षिक शामिल होंगे।

c. “Director” means the Director of the Indian Institute of Technology, Kanpur.

निदेशक से तात्पर्य भारतीय प्रौद्योगिकी संस्थान कानपुर के निदेशक से है।

d. “Institute” means the Indian Institute of Technology, Kanpur through its Director or his representative.

संस्थान के तात्पर्य भारतीय प्रौद्योगिकी संस्थान कानपुर से है जिसका प्रतिनिधित्व निदेशक अथवा उसका प्रतिनिधि करेगा।

e. “Officer-in-charge (Estate)” means the Officer-in-charge (Estate) of the Indian Institute of Technology, Kanpur who directs and administers the contract.

प्रभारी अधिकारी संपदा के तात्पर्य भारतीय प्रौद्योगिकी संस्थान कानपुर के संपदा कार्यालय के प्रभारी-अधिकारी से है जो इस अनुबंध से संबंधित समस्त प्रशासनिक कार्यवाही को निष्पादित करेगें।

f. "Warden" means the Warden In-charge of Hall of Residence-XIII and includes other Wardens of the said Hall.

वार्डन से तात्पर्य छात्रावास XIII के वार्डन-इंचार्ज तथा अन्य वार्डन से है।
3. Appendix A, i.e., the Guidelines for bidders, Appendix B, i.e., terms and conditions of the contract, application/declaration in Annexure 1 (Part I & II), the schedule of items/services and prices filled in Annexure 1 (part III). Annexure 2 containing the rate quoted by the licensee and the letter containing offer of award of tender issued by the Institute to the successful bidder and its acceptance shall be integral part of this contract.

**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 / लाइसेंस शुल्क, विद्युत शुल्क एवं लाइसेंसधारी भवन के लिए अन्य प्रावधान**

5. The Licensee shall be liable to pay the **license fee and cleaning charges of Rs.250/- per month regularly** by **7th of each successive month**. The monthly License fee is inclusive of water charges. The License fee may 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 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.

Signature of the bidder
Assignment & Subletting:

12. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or thereunder 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 neglects of its workmen, fully being deemed as those of the contractor itself.

संस्थान की लिखित अनुमति के बगैर ठेकेदार इस परिसर अथवा इसके किसी भाग को अन्य व्यक्ति के सुनिधान से करेगा और न ही इससे किसी प्रकार का लाभ अथवा इस पर या इसके अंतर्गत ब्याज हासिल करेगा। इस अनुबंध के तहत समस्त जिम्मेदारियों का निर्वाह स्वयं लाइंसेस्थारक या फिर उसके अधिकृत एवं सक्षम प्रतिनिधियों (द्वारा किया जाएगा) लाइंसेस्थारक अपने कमिश्नर के कार्यों, गलतियों एवं लापरवाहियों के लिए स्वयं जिम्मेदार होगा। उक्त समस्त कार्यों के लिए लाइंसेस्थारक यथा जिम्मेदार माना जाएगा।

Signature of the bidder
13. If at any time, it is detected that the 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.

14. The entire business of the shop shall be carried out in the name and at the behest of the contractor.

15. 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 shop and the business of the shop shall not be carried out by any other person/entity under any circumstances.

16. In normal course, the contractor or his authorized competent person should be available in the shop. However if for any reason, the contractor is not in a position to be available in the 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 fault which may include adequate penalty at the discretion of the Institute.

**Provision shop Timing, Payment Terms, Facilities and Services etc./दुकान का समय, भुगतान की शर्तें, सुविधाएं एवं सेवाएं आदि**

17. The barber shop shall operate from 10:00 a.m. to 09:00 p.m. Running the shop prior to 10:00 a.m. or beyond 09:00 p.m. shall be carried out only with the prior permission of the Estate Office.

18. One day of the week the shop may be closed in terms of any law being in force, however, Sunday cannot be non-working day. The following days of the year the shop shall be kept closed: 26 Jan, 2 Oct, 15 August.

19. All necessary furniture and other infrastructure shall be provided by the concerned Hall on behalf of the Institute.

Signature of the bidder
20. Facility of Payment by credit, debit and ATM cards, UPI should be made available.

21. Installation of 4 digit campus telephone (via Sanchar Vibhag of IITK) should be made by the contractor adopting appropriate procedure 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 shop personnel for contact by the Institute Authorities.

   The contractor 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:

   - Name/ नाम:
   - Shop No & location/ दुकान संख्या & स्थान:
   - Mobile Number/ मोबाइल:
   - Land Line Number/ दूरभाष्य:
   - Timings/ दुकान का समय:
   - Weekly off/ साप्ताहिक बंदी:
   - License No/ लाइसेंस नंबर:
   - Valid Up to/ वैधता:

22. 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.

23. Small set of services along with the price list should be prominently displayed in legible font. All services in price list should be made available to the customer.

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

Signature of the bidder
25. 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.

The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied, any alteration, addition or deletion should be obtained from estate office along with the prices of respective items.

26. All the services prescribed as per the tender agreement should be made available at all times. Permission for alteration, addition or deletion should be obtained from estate office along with the prices of respective items.

27. For the consumers who are not willing to pay in cash, the contractor shall facilitate with a swipe payment machine and shall also provide in the shop the UPI based payment system. **Paymnet though BHIM app cannot be refused to any customer.** The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers do the payments via UPI App (BHIM or equivalent).

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

29. 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 issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof, for accounting purposes.

30. 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 othercompetent forums from time to time.

Signature of the bidder
31. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said shop or in other places of the campus.

32. 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.

33. The Licensee shall maintain the quality and availability of services.

34. The Licensee shall maintain full conditions of safe and secure storage in the shop, so as to maintain the standards and aesthetic values in the same. The Licensee shall also have to make his own arrangements for safe storage of materials.

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

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

37. The contractor shall maintain full hygienic conditions in the outlet like Clean & fresh aprons/towels should be used for each customer. Instruments should be sterilized in hot boiling water or disinfectant. Shaving blades used for one customer should be discarded after use and new blade should be used for each customer. Standard and reputed companies’ products should be used. These products should not cause adverse reaction on the skin. Shop should be equipped with Air cooler/Air conditioner for summer and adequate heating arrangements for winters. Mosquito and pest control should be done. All the equipment used in service of customers will be kept neat and clean without any stain etc. All standard services provided in hair dressing salons like hair styling, shaving, facial, head massage etc. should be made available.

Signature of the bidder
किया जाना चाहिए। इन उपादों को लचा पर प्रतिकृत प्रतिक्रिया नहीं होनी चाहिए। गर्मियों में AC एवं सर्दियों में हीटर की सुविधा होनी चाहिए। मच्छर और कीट नियंत्रण किया जाना चाहिए। ग्राहकों की सेवा में उपयोग किए जाने वाले सभी उपकरणों को साफ सुंदर रखा जाएगा। जैदस सैलून में प्रदान की जाने वाली सभी मानक सेवाएं उपलब्ध कराई जानी चाहिए।

**Directives of CEMMC and Estate Office/सीईएमएमसी एवं संपदा कार्यालय के दिशा-निदेश**

37. The contractor shall carry out the work in accordance with this contract and the directives of Officer-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 item list 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 equipment and items.

e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

37. The contractor shall carry out the work in accordance with this contract and the directives of Officer-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 item list 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 equipment and items.

e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

**Deployment of Workmen/कर्मियों की नियुक्ति**

38. The contractor shall employ only such persons in the shop who are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.

39. Worker(s) in the shop shall be deployed after his/her deployment is cleared by the Estate Office and for this purpose, the contractor shall provide their details in the given format.

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

41. No female employee shall be allowed to work in the shop during night i.e. beyond 8:00 pm. रात्रि 8 के बाद महिला कर्मियों को दुकान के अन्दर कार्य करने की अनुमति नहीं होगी।

Signature of the bidder
42. 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.

43. The workers in shop will 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.

44. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.

45. 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 administrative or any other reasons.

46. 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.

47. 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 thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.

48. 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.

Signature of the bidder
Compliance of Statutory Obligations and Other Provisions / सांविधानिक वाध्याओं एवं अन्य प्रावधानों का अनुपालन

49. 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.

50. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.

51. The 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 etc.

52. The Contractor shall be liable to make good the losses in financial terms that it may be subject to 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.

53. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relate to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the contractor or for its illegal actions, the Institute would have the right to realize from the contractor all dues if those are in.
54. 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.

55. 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

56. The contractor shall have to deposit a security of Rs. 20,000/- (Rs. Twenty 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.

57. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the 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.

58. 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.

Signature of the bidder
59. 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.

The contractor shall be liable to be penalized or fined in cases of defaults and negligence on its part or for any contravention of the provisions of the agreement. 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.

60. The complaints shall be 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.

Complaint Mechanism/ शिकायत तंत्र

The contractor shall maintain a complaint book in the shop wherein the customers 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.

61. The complaints shall be 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.

62. 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 be behest of the CEMMC. Such penalty or fines shall be imposed through the Officer In-charge (Estate) according to the nature of the complaints. The first penalty in such case would be to the tune of Rs. 1000/-, Rs. 2000/-, the second time and Rs.5000/-, the third time.

63. However if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

Termination of contract:

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

Signature of the bidder
65. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.

अनुबंध के अन्दर उल्लिखित हरएक प्रावधान के संदर्भ में यह अनुबंध समाप्त किया जा सकता है।

66. 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 the Institute may deem appropriate at its absolute discretion. The penal rent under no circumstances shall be subject to question and it is the specific term of this contract.

यदि अनुबंध समाप्त किया जाता है या फिर यह समय से पूर्व समाप्त होता है तो लाइसेंसधारक को अनुबंध समाप्त होने से पूर्व 07 दिनों के अन्दर लाइसेंसधारी को खाली परिसर आधिकार को सौंपना होगा। यदि परिसर उल्लिखित अवधि के अन्दर परिसर के खाली आधिकार को सौंपने में विफल रहता है तो संस्थान उसके विरुद्ध उचित कार्रवाई कर सकता है।

67. 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 therefrom 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.

इसके अतिरिक्त संस्थान के पास परिसर के अन्दर प्रवेश करने तथा इस अनुबंध के तहत लाइसेंस पर दिये गये परिसर पर आधिकार करने का पूर्ण अधिकार होगा और इसको कहीं पर भी चुनौती नहीं दी जाएगी। उक्त परिस्थिति उपनन्द होने पर ठेकेदार से संबंधित समस्त सामग्री को जब्त कर लिया जाएगा तथा संस्थान के आदेश पर इस सामग्री को या तो बेच दिया जाएगा या फिर इसकी नीतामी कर दी जाएगी। यदि ठेकेदार उल्लिखित स्थिति उपनन्द होने पर संस्थान को परिसर का आधिकार नहीं सीता है तो फिर संस्थान अपनी स्वेच्छा से सार्वजनिक परिसर )अन्धिकृत किराएदार बेदखली( अधिनियम 1971 के प्रावधानों के तहत ठेकेदार के विरुद्ध कानूनी कार्रवाई कर सकता है क्योंकि कि संपूर्ण परिसर उक्त अधिनियम के प्रावधानों के अंतर्गत शासित किया जाता है।

**Contract Documents and their interpretations /अनुबंध दस्तावेज एवं अन्य व्यक्ताएं**

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

मूल अनुबंध संबंधी दस्तावेज संस्थान के पास रहेगें। यदि परिसर चाहे तो अनुबंध संबंधी दस्तावेजों की छायाप्रति अपने पास रख सकता है।

69. 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 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 सम्पूर्ण किये गये हैं। हालाँकि किसी भी प्रकार की अस्पष्टता एवं विस्तारित उपनन्द होने पर इसका स्पष्टीकरण )दिशा-निर्देशों सहित यदि कोई है( संस्थान द्वारा सक्षम अधिकारी के माध्यम से ठेकेदार को प्रेरित किया जाएगा तथा इस स्पष्टीकरण को अंतिम एवं बाध्यकारी माना जाएगा एवं उक्त स्पष्टीकरणों को किसी भी न्यायालय में चुनौती नहीं दी जाएगी।

Signature of the bidder
Jurisdiction/अधिकार क्षेत्र

70. 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 समस्त विषय 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...........

Recent photograph of tenderer
फोटो

Signature of the bidder
APPLICATION FOR RUNNING BARBER SHOP
AT HALL OF RESIDENCE XIII, 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  ____________________________  Name  ____________________________
Aadhar No.  ____________________________  Aadhar No.  ____________________________
Address  ____________________________  Address  ____________________________

Signature of the applicant

Date:  ____________________________  Seal  ____________________________

Signature of the bidder
Part II:
Details to be filled by the bidder:

<table>
<thead>
<tr>
<th>IN CASE THE BIDDER IS A FIRM</th>
<th>IN CASE THE BIDDER IS AN INDIVIDUAL</th>
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<tbody>
<tr>
<td>Income Tax Registration No.</td>
<td>Income Tax Registration No.</td>
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<tr>
<td>Bank statement for the last one year of the registered firm enclosed: Yes/No</td>
<td>Bank statement for the last one year of the Individual’s account: Yes/No</td>
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<tr>
<td>GST Registration Certificate/No.</td>
<td>GST registration of the last work.</td>
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<tr>
<td>Document Enclosed: Yes/No</td>
<td>Document Enclosed: Yes/No</td>
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<td>No of employees</td>
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<td>No of years of experience</td>
<td>No of years of experience</td>
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<td>Document Enclosed: Yes/No</td>
<td>Document Enclosed: Yes/No</td>
</tr>
<tr>
<td>Whether worked in Government/semi-government/autonomous body and reputed Institute:</td>
<td>Whether worked in Government/semi-government/autonomous body and reputed Institute</td>
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<td>Yes/No</td>
<td>Yes/No</td>
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<tr>
<td>Name of the Government/semi-government/autonomous body &amp; Institute where last worked/currently working.</td>
<td>Name of the Government/semi-government/autonomous body &amp; Institute where last worked/currently working.</td>
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<td>Institute Name</td>
<td>Years of experience</td>
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<tr>
<td>Other Statutory Registrations/Licenses, if any.</td>
<td>Not required</td>
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<tr>
<td>In case of person signing the bid on behalf of the Firm, enclose authority letter.: Yes/No</td>
<td>In case of person signing the bid on behalf of the Party, enclose authority letter: Yes/No</td>
</tr>
<tr>
<td>FDR/TDR/DD No.</td>
<td>FDR/TDR/DD No.</td>
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<tr>
<td>Issuing Bank Name</td>
<td>Issuing Bank Name</td>
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<tr>
<td>Date of issue</td>
<td>Date of issue</td>
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<tr>
<td>Aadhar No. of Firm:</td>
<td>Aadhar No. of Individual:</td>
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<td>Document enclosed: Yes/No</td>
<td>Document enclosed: Yes/No</td>
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Signature of the bidder
**Part III:**

Details to be filled by the bidder:

List of items to be sold and their rate (including GST)

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<tr>
<th>S.No</th>
<th>Services</th>
<th>Price (including GST)</th>
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Signature of the bidder
FINANCIAL BID

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

Tender Notice No. 12/2018-19

Barber shop at Hall of Residence XIII

हाल XIII मे बाबर की दुकान की निविदा संख्या 12/2018-19 हेतु

a) The undersigned, hereby, offers to pay a monthly License fee at the rate of Rs./- __________ per square meter for the premises in question, as detailed in the bid document.

जैसा की निविदा दस्तावेज मे दिया गया है, मैं, अधिस्थापक, इस दुकान परिसर के लिए मासिक लाइसेंस शुल्क रु __________/- प्रति वर्ग मीटर की दर से देने का प्रस्ताव देता हूँ।

b) I further agree that the Institute 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 इस बात से सहमत हूँ कि संस्थान को यह अधिकार है कि वह उपरोक्त कुल क्षेत्र के लिए गणना किए गए मासिक लाइसेंस शुल्क को अगले निकटतम 100 रुपए के गुणांक तक बढ़ा सकता है।

c) I also agree that the Institute 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 इस बात से भी सहमत हूँ कि संस्थान को यह अधिकार होगा कि वह मासिक लाइसेंस शुल्क में 10% प्रति वर्ष की दर से बढ़ोतरी कर सकता है।

………………

बोलीदाता के हस्ताक्षर................................................

दिनांक........................................................................

Signature of the Bidder.............................................

Date:......................