TENDER DOCUMENT

FOR

RUNNING PHOTOCOPY CUM STATIONERY SHOP

AT SHOP NO. 1

HALL OF RESIDENCE- XIII, IIT KANPUR

NOTICE NO.13/2018-19

Issued By:

ESTATE OFFICE
I.I.T. KANPUR
भारतीय प्रौद्योगिकी संस्थान कानपुर
संपदा कार्यालय )द्वारभाष: 0512(259-7327
कक्ष संख्या 101 बी )फैकल्टी बिल्डिंग(निविदा सं.13/2018-19
भा.प्रौ.सं.कानपुर स्थित हाल -13 की दुकान सं. 1 में फोटोकोपी + स्टेशनरी की दुकान के संचालन हेतु निविदा प्रपत्र
सम्पदा 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.13/2018-19

SUB: TENDER TO RUN PHOTOCOPY CUM STATIONERY 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. 1 of Hall of Residence XIII with an area of 13.97 square meter and intends to give it on license, to the willing party having experience of minimum three years of operating photocopy cum stationery 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.

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 12 October 2018 (Friday) up to 1450 hrs.

2) The tenders will be opened on 12 October 2018 (Friday) 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 12 October 2018 (Friday) 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 PHOTOCOPY CUM STATIONERY SHOP AT SHOP NO. 2, HALL OF RESIDENCE-XIII, IIT KANPUR

General:

1. The contract is for running a photocopy cum stationery shop at shop no.1, 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.

You are allowed to make additions/alterations in the bid document on behalf of all partners. 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 the Company.

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 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.

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.

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

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 Estate 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. Any bid which is not accompanied by the establishment/shop setup, shall be summarily rejected. Any bid accompanied by the cheque in lieu of earnest money deposited, shall also be rejected.

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, if applicable.

Earnest Money Deposit (EMD)/बयाना 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.

यदि सफल निविदा दाता समझौते पर हस्ताक्षर करने के कार्य में किसी भी पक्का की इनकार एवं/या देरी के लिए जिम्मेदार पाया जाता है तो ऐसी स्थिति में उसके द्वारा जमा की गयी बयाना राशि (ईएमडी) को संस्थान द्वारा जब्त किया जा सकता है।

यदि निविदाकर्ता अनुभव की किसी भर्ती या वेतन के सम्बन्ध में उल्लेख करते हुए अपनी निविदा वापस लेता है एवं/या निविदा की बैठक की बौद्धि के भीतर निविदा स्वीकार करने के पश्चात अनुभव कार करने से मना कर देता है तो ऐसी स्थिति में उसके द्वारा जमा करी गयी बयाना राशि (ईएमडी) को संस्थान द्वारा जब्त किया जा सकता है।

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.

बोली लगाने की प्रक्रिया पूरी होने के बाद असफल बोलीदाताओं की ईएमडी राशि बोलीदाता के लिखित अनुरोध क्रम प्राप्त के 30 दिनों के भीतर लौटा दी जाएगी।

b. The EMD should be valid for a period of minimum three months.

ईएमडी नूतनतम तीन महीनों की अवधि के लिए मान्य होनी चाहिए।

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.

जिस बोलीदाता की बोली को अंतिम रूप से स्वीकार किया जाएगा, उसकी ईएमडी राशि को निर्धारित वृद्धि राशि जमा करने के पश्चात ही वापस किया जाएगा।

Documents to be attached with the bid:

18. 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-I(1(1), 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/aadhaar 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.

Signature of the bidder
Submission of Bid/Bolesti Prastut Karsei kei Prakshra:

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-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 PHOTOCOPY CUM STATIONERY SHOP AT SHOP NO., HALL OF RESIDENCE- XIII, IIT CAMPUS”.

b. Financial Bid:

i. The Financial bid shall be submitted in Annexure-2.

vi. Boleshi Anutupak -2 me Jema ki jaaegi

ii. The base License fee (base rate) for bidding shall be Rs.88.00/-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.

Signature of the bidder
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.

संख्या की लाइसेंस शुल्क की मूल दर के बराबर लाइसेंस शुल्क संस्थान के मद में जमा करने का हक होगा और शेष राशि संस्थान के ही किसी अंत्य 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 PHOTOCOPY CUM STATIONERY SHOPP IN HALL OF RESIDENCE-XIII at IIT KANPUR”. 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.

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.

यदि उल्लिखित तिथि एवं समय के पश्चात कोई भी निविदा प्राप्त होती है तो उसे स्वीकार नहीं किया जाएगा और इस संबंध में किसी भी प्रकार का स्पष्टीकरण नजर आएगा कि डाक की गति से निविदा जमा करने में देरी हुई है( पर विचार नहीं किया जाएगा).

viii. 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.

निविदा खुलने के पश्चात निविदा प्रक्रिया 30 दिन के लिए वैध होगी। निविदा जमा करने के पश्चात यह माना जाएगा कि बोली लगाने वाले व्यक्ति ने 30 दिन की अवधि की स्वीकृति हेतु अपनी निविदा को खुला रखा है। इस प्रकार 30 दिन की अवधि समाप्त होने से पूर्व किसी भी परिस्थिति में उसे अपनी निविदा वापस लेने का अधिकार नहीं होगा। यदि 30 दिन की अवधि के पश्चात लाइसेंसधारक को इसकी स्वीकृति की सूचना दी जाती है तो बोली लगाने वाला व्यक्ति इसे मना करने का हकदार होगा।

Opening 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.

Signature of the bidder
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.

The Financial bids of only such bidders whose bids qualify in their technical evaluation 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) and will have the highest of the (Price adjustment factor x rate offered by the bidder) for the technical evaluation. The contract will be awarded to the bidder who will have the highest of the (Price adjustment factor x rate offered by the bidder).

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. 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

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

Name

Full Address & Telephone/Mobile No.

Signature of the bidder
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.

Definitions / परिभाषा

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.

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.

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

Documents Forming the Contract / अनुबंध संबंधी दस्तावेज

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

Signature of the bidder
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.

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.

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.
9. Non-payment of Licence fee, the electricity charges and cleaning charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute.

10. 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.

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 himself.

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.

Signature of the bidder
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 on behalf of the contractor shall operate as per the discretion of the contractor and the contractor may 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 photocopy cum stationery 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. Other days on which the shop will be kept closed, will have to be authorized by the Estate office.

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

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:

Signature of the bidder
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.

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.

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

Signature of the bidder
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. **Payment through 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 also be liable to pay all other taxes, levies and other legal payable by the Government, local authorities and other competent forums from time to time. 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.

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 payable by the Government, local authorities and other competent forums from time to time.

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 Licensee in this behalf.

33. **Quality, hygiene & cleanliness / गुणवत्ता एवं स्वच्छता**

   The Licensee shall maintain the quality and availability of services. The Licensee shall also be liable to pay all other taxes, levies and other legal payable by the Government, local authorities and other competent forums from time to time.

   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 Licensee in this behalf.

   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.

   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 Licensee in this behalf.

   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.

   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 Licensee in this behalf.
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 outside 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.

**Directives of CEMMC and Estate Office**

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.

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.

Compliance of Statutory Obligations and Other Provisions / सांविधानिक बाध्यताओं 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.

Signature of the bidder
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 financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

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.

Signature of the bidder
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.

लाइसेंसियर को FDR के माध्यम से 20,000 (क्रैंवल दीवार इजार रूपरेखा) की प्रतिभूति राशि जमा करनी होगी जो ‘कुलसूचिव भारतीय प्रौद्योगिकी कानपुर’ के पक्ष में होनी चाहिए तथा कानपुर स्थित किसी भी राष्ट्रीयकृत बैंक में देय हो। उक्त FDR को वैदेशिक निविदा प्रक्रिया पूरा होने के पश्चात 03 महीने की अवधि के लिए होनी चाहिए।

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.

यदि किसी भी समय तथा किसी भी कारण से (जिसका कि पूर्व के अनुच्छेदों अथवा कहीं और पर उल्लेख किया गया हो) जमा प्रतिभूति राशि में कोई कमी आती है तो लाइसेंसियर को इस संबंध में नोटिस प्राप्त होने के पश्चात 03 महीने की अवधि के लिए होनी चाहिए।

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 deposit, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.

यदि इस अनुबंध के अनुच्छेदों के अतिरिक्त अन्य कारणों से भी जमा प्रतिभूति राशि में कोई कमी आती है तो लाइसेंसियर कंसर्प्यूं जमा प्रतिभूति के बराबर राशि की क्षति पूर्त करने के लिए उत्तरदायी होगा। निदेशक को जैसा कि उनके द्वारा संस्थान के सर्वश्रेष्ठ हित में उपयुक्त समझा जाएगा (निम्नलिखित कार्यवाही करने का अधिकार होगा: अनुबंध की रद्द करना) जिसकी सुचना समझ कारकारी के माध्यम से लाइसेंसियर को दी जाएगी। ऐसे मामले में लाइसेंसियर कानपुर जमा प्रतिभूति राशि की जब्त कर लिया जाएगा और इसके निपटारे का पूर्ण अधिकार संस्थान के पास होगा। इसके अतिरिक्त जमा प्रतिभूति से अधिक राशि की वसूली करने के लिए संस्थान उपयुक्त समझे जाने वाली कोई भी कानूनी कार्यवाही को करने के लिए खतंत होगा।

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.

यदि लाइसेंसियर द्वारा इस अनुबंध की किसी ऐसी शर्त का उल्लंघन किया जाता है जिसका संस्थान द्वारा गंभीरता से लिया जाता है तो ऐसी शिकायत में संस्थान अपने विवेकाधिकार से लाइसेंसियर द्वारा जमा की गई राशि की आशिक अथवा पूर्णरूप में जब्त कर सकता है।

Complaint Mechanism/ शिकायत तंत्र

60. 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.

लाइसेंसियर को दुकान के अन्दर अनिवार्यरूप से शिकायत पुस्तिका उपलब्ध करानी होगी जिसमें प्राथक अपनी शिकायत दर्ज कर सकता है। उक्त शिकायत पुस्तिका प्रत्येक महीने के प्रथम कार्य-दिवस पर वार्डन-इन-चार्ज के माध्यम से संपदा कार्यलय के समक्ष प्रस्तुत करनी होगी।

Signature of the bidder
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 CEMMMC. 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.

The complaints shall be dealt with by the contractor on priority basis on issues that concern 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 thereby 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.

Signature of the bidder
Contract Documents and their interpretations / अनुबंध दस्तावेज एवं अन्य व्याख्याएँ

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

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.

Jurisdiction / अधिकार क्षेत्र

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

Signature of the Bidder

निविदादाता के हस्ताक्षर

Full name of the Bidder  

निविदादाता का पूरा नाम

Address   

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

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

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

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

Mobile No.   

मोबाइल:........................Seal/मुहर:...........
APPLICATION FOR RUNNING PHOTOCOPY CUM STATIONERY 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
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 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:

<table>
<thead>
<tr>
<th><strong>IN CASE THE BIDDER IS A FIRM</strong></th>
<th><strong>IN CASE THE BIDDER IS AN INDIVIDUAL</strong></th>
</tr>
</thead>
<tbody>
<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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<tr>
<td>Firm Registration No.</td>
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<tr>
<td>Document Enclosed: Yes/No</td>
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<tr>
<td>No of employees</td>
<td>No of employees</td>
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<tr>
<td>Document Enclosed: Yes/No</td>
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<tr>
<td>EPF registration No.</td>
<td>EPF registration No.</td>
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<td>Document Enclosed: Yes/No</td>
<td>Document Enclosed: Yes/No</td>
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<tr>
<td>ESIC Registration No.</td>
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<td>Document Enclosed: Yes/No</td>
<td>Document Enclosed: Yes/No</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>
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<tr>
<td>Whether worked in Government/semi-government/autonomous body and reputed Institute: Yes/No</td>
<td>Whether worked in Government/semi-government/autonomous body and reputed Institute Yes/No.</td>
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<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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<tr>
<th>Institute Name</th>
<th>Years of experience</th>
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</table>

Other Statutory Registrations/Licenses, if any. Not required

In case of person signing the bid on behalf of the Firm, enclose authority letter.: Yes/No

<table>
<thead>
<tr>
<th>FDR/TDR/DD No.</th>
<th>Issuing Bank Name</th>
<th>Date of issue</th>
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<tbody>
<tr>
<td>Aadhar No. of Firm:</td>
<td>Document enclosed: Yes/No.</td>
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</tbody>
</table>

In case of person signing the bid on behalf of the Party, enclose authority letter: Yes/No

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<th>FDR/TDR/DD No.</th>
<th>Issuing Bank Name</th>
<th>Date of issue</th>
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<tbody>
<tr>
<td>Aadhar No. of Individual:</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)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Services</th>
<th>Price (including GST)</th>
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Signature of the bidder
<table>
<thead>
<tr>
<th>Signature of the bidder</th>
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</table>
a) The undersigned, hereby, offers to pay a License fee at the rate of Rs./-___________ per square meter for the premises in question, as detailed in the bid document.

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.

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.

Signature of the Bidder………………………

Date:………………………