NOTICE NO.07/2018-19

TENDER DOCUMENT

FOR

RUNNING A SOUTH INDIAN

CUISINE OUTLET

AT

SHOP NO. 5,

CHOWPATI AREA, IIT KANPUR
भारतीय प्रौद्योगिकी संस्थान कानपुर

संपदा कार्यालय (दूरभाष: 0512)259-7327
कक्ष संख्या 101 डी (फैकल्टी बिल्डिंग)

निविदा सं.07/2018-19

भा.प्रौ.सं.कानपुर स्थित

चौपाटी क्षेत्र की दुकान संख्या 5
में साउथ इंडियन व्यंजन की दुकान
के संचालन हेतु निविदा प्रपत्र

Signature of the bidder
<table>
<thead>
<tr>
<th>Name of Work / Service</th>
<th>TO RUN SOUTH INDIAN OUTLET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>CHOWPATI AREA SHOP NO.5, BEHIND HALL OF RESIDENCE VIII</td>
</tr>
<tr>
<td>Area</td>
<td>09.00 sq.mt</td>
</tr>
<tr>
<td>Monthly License fee</td>
<td>Rs.1782/-</td>
</tr>
<tr>
<td>EMD Amount</td>
<td>Rs.10,000/-</td>
</tr>
<tr>
<td>Security deposit</td>
<td>50,000/-</td>
</tr>
<tr>
<td>Last date &amp; time of receipt of tender</td>
<td>11 February 2019 at 1500 hours</td>
</tr>
<tr>
<td>Place of submission of Tender</td>
<td>Estate Office Room No. 101-D, IIT Kanpur</td>
</tr>
<tr>
<td>Place of opening of tenders</td>
<td>Estate Office, Room No. 101 B, Faculty Building, IIT Kanpur</td>
</tr>
<tr>
<td>Date &amp; time of opening of technical bids</td>
<td>11 February 2019 at 1530 hours</td>
</tr>
<tr>
<td>Date &amp; time of opening of financial bids</td>
<td>11 February 2019 at 1630 hours</td>
</tr>
<tr>
<td>Link to download the tender document</td>
<td><a href="http://www.iitk.ac.in/estateoffice/Tender.htm">http://www.iitk.ac.in/estateoffice/Tender.htm</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>कार्य / सेवा का नाम</th>
<th>साउथ इंडियन भोजन की दुकान चलाने हेतु</th>
</tr>
</thead>
<tbody>
<tr>
<td>कार्यस्थल</td>
<td>छात्रावास 8 की पीछे स्थित चौपाटी क्षेत्र की दुकान सं 5</td>
</tr>
<tr>
<td>क्षेत्रफल</td>
<td>09.00 वर्ग मीटर</td>
</tr>
<tr>
<td>मासिक लाइसेंस शुल्क</td>
<td>Rs.1782/-</td>
</tr>
<tr>
<td>ब्याना राशि (ईएमडी)</td>
<td>Rs.10,000/-</td>
</tr>
<tr>
<td>सुरक्षा राशि</td>
<td>Rs.50,000/-</td>
</tr>
<tr>
<td>निबंधा प्राप्त होने की अंतिम तिथि और समय</td>
<td>11 फरवरी 2019, अपराह्न 3 बजे तक</td>
</tr>
<tr>
<td>निबंधा जमा करने का स्थान</td>
<td>सम्पदा कार्यालय, भा. प्रौ.सं. कानपुर</td>
</tr>
<tr>
<td>निबंधा बोलने का स्थान</td>
<td>सम्पदा कार्यालय, कमरा सं 101-बी, फ्रैंकलिस बिल्डिंग, भा. प्रौ.सं. कानपुर</td>
</tr>
<tr>
<td>तकनीकी बोलियों बोलने की तिथि और समय</td>
<td>11 फरवरी 2019 अपराह्न 3:30 बजे</td>
</tr>
<tr>
<td>वित्तीय बोलियों बोलने की तिथि और समय</td>
<td>11 फरवरी 2019 अपराह्न 4:30 बजे</td>
</tr>
<tr>
<td>निबंधा डाउनलोड करने का लिंक</td>
<td><a href="http://www.iitk.ac.in/estateoffice/Tender.htm">http://www.iitk.ac.in/estateoffice/Tender.htm</a></td>
</tr>
</tbody>
</table>
Tender Notice No.07/2018-19

SUB: TENDER TO RUN SOUTH INDIAN OUTLET AT SHOP NO. 5 OF CHOWPATI AREA, 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 Financial bids of only the technically qualified bidders shall be opened on the date and time as mentioned on page 3 of this document.

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

The Tender document can be downloaded from Estate office website mentioned on page 3 of this document.

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 the date and time as mentioned on page 3 of this document.

1) The tenders will be opened on the date, time and venue as mentioned on page 3 of this document 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 bidders 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.

The Financial bids of only the technically qualified bidders shall be opened on the date, time and venue mentioned on page 3 of this document.

The Financial bids of only the technically qualified bidders shall be opened on the date, time and venue mentioned on page 3 of this document.

Copy to:

Signature of the bidder
GUIDELINES FOR TENDER TO RUN SOUTH INDIAN OUTLET AT SHOP NO. 5 OF CHOWPATI AREA, IIT KANPUR

1. The contract is for running a south indian outlet at shop no. 5 of Chowpati area, 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 in case of a partnership firm, by a partner. However, in such case, there must be an authorization from all the partners to the effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.

3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.

4. Any bid not signed on each page and without authorization may be rejected.

5. Any overwriting or cutting in the bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.

6. The tenderer is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the tenderers own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.

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

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

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

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

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

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 upon 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):

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

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 to forfeiture.

Sakela Nirwidakarmo ke bhanan dhan samdhoite par hastsashkar karan me unke bhan me kisi bhi choresi, inkaar ya derti ke sthiti ke kshetraprat kshtri ke pur to jeb kipade jaane ke liye uttaradhyee hogaa.

Nirwidakarmo ka bhanan dhan jee anubandh ke shartoe ke urddhan me apana nirvidha vaapas le lete haa or jee apne vadhata ke avdhi ke bhetitar apana nirvidha swikar karan ke bad anubandh band par hastsashkar karan se mana kar diya ya mana kar diya, vaah bhi jeb karan ke liye jimmioedh hogaa.

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.

Bolii lagan ke prakriya puurii hone ke bad asafal bolii laganai waan ke apana Eamdeii vaapasi yoppy hogii. Halaanki, is samhandh me sambhivit boliiadiata se lihidh anurodh ke prathite ke 30 dinon ke bhettar ki loota diya jaaega.

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

Eamdeii yubamam tinn mahine ke avdhi ke liye mana hanaa chhaahii.

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.

Boliiadiata ka Eamdeii jiska bolii aatt ke swikar kar liya jaaega, shartoe ke nirdhirit suraksha rashii jama karan pe vaapas kipna jaaega.

**Documents to be attached with the bid:**

Bolii ki kath samagra kipde jaane wale desastavke:

18. The bidder must attach the Bank Draft and self-attested copies of the following documents along with the bid.

Any bid not accompanied by any of such documents would be liable for rejection:


b. Firm/Company Registration Certificate.

c. GST Registration Certificate/No.

d. EPF Registration Certificate/Code No.

e. ESI Registration Certificate/Code No.

f. Other Statutory Registrations/Licenses, if any.

g. Bank Solvency Certificate.

h. Details/particulars of the firm submitting the bid in Annexure-1.

i. Total number of outlets and details of outlets not exceeding five presently being run by the bidder.

j. Audited balance sheet and profit and loss accounts along with gross turnover and profit for the last three financial years.

k. Authority/Resolution in favor of the person signing the bid on behalf of the firm submitting the tender.

l. Bank Draft of Rs.10,000/- (Ten Thousand Only) towards EMD.

m. Address proof.

n. Aadhar Card of individual applicant/person signing the bid.


p. Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

Bolii laganai walee vyakti ko takniki boli (Technical bid) ke saath nishchitrvidh dastavke ke chhaya pratit ke saath-saath ekdhiaar/dhiiar samprapt karan hogaa. Lichchhit dastavke ke binaa ydhi koi takniki boli (Technical bid) jama ke jata haa to usse siidh taur par nirnayi kar diya jaaega.

Signature of the bidder
Submission of Bid:

बोली प्रस्तुत करने की प्रक्रिया

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

a. Technical Bid: The technical bid shall consist of entire Tender document i.e. Appendix-A, Appendix-B and Annexure-1. Along-with it, all the documents as detailed in point 18 above (‘a’ to ‘p’) should also be attached. The technical bid shall be submitted in a sealed envelope, superscripted, “TECHNICAL BID FOR RUNNING SOUTH INDIAN OUTLET AT SHOP NO. 5 OF CHOWPATI AREA, IIT KANPUR”

b. Financial Bid: The financial bid shall contain only the prices of items in Annexure-2 and nothing else. The financial bid should be put in a separate sealed envelope superscripted, “FINANCIAL BID FOR RUNNING SOUTH INDIAN OUTLET AT SHOP NO. 5 OF CHOWPATI AREA, IIT KANPUR”

Both the Technical Bid and the Financial Bid shall further be put in another larger single sealed envelope which shall be dropped in the tender box kept in the Estate Office, Room No. 101-D (Faculty Building), IIT Kanpur, as per the stipulated time mentioned on page no. 3 of this document.

वित्तीय बोली: वित्तीय बोली में अनुलग्नक-2 में वस्तुओं की कीमतें है और कुछ और नहीं है। वित्तीय बोली को एक अलग मुहरबंद लिफाफ़ में रखा जाना चाहिए जिस पर लिखा हो "आईआईटी केंपस के चौपाटी क्षेत्र की दुकान संख्या 5 में साउथ इंडियन व्यंजन की दुकान चलाने हेतु वित्तीय बोली“

तकनीकी बोली और वित्तीय बोली दोनों को एक और बड़े एकल सीलबंद लिफाफ़ में रखा जाएगा जिसे निर्धारित(पृष्ठ 3 देखें) किये गए समय तक एस्टेट लाइंटिंग, कमरा से 101-डी (फैक्टली बिलिंग) में प्राप्त किया जाएगा।

Signature of the bidder
Any bid containing Technical Bid and Financial Bid in same envelope shall be summarily rejected. 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.

Opening of Bids/निविदाओं का खुलाना

22. First of all, the Technical bids will be opened on the stipulated date and time as mentioned on page no.3 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 of this document, in Room No. 101-B, Faculty Building and considered.

Signature of the bidder
Evaluation Criteria for Bid Evaluation/निविदा मूल्यांकन हेतु मूल्यांकन मानदंड

24. A price advantage factor in the range eg. 0.8 to 1.2 may be assigned to the bidders during technical bid evaluation based on the past performance or perceptive brand value. Only for the technically qualified bidders, the financial bids will be opened. The contract will be awarded to the bidder who will have the least of the
(Price adjustment factor X sum of weighted prices in the bid).

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.

Acceptance/Non-acceptance of bids/निविदा की स्वीकृति/अस्वीकृति

Signature of the Tenderer _______________________________

Signature of the bidder

Name ____________

Full Address & Telephone/Mobile No. ____________________

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

1. The contract comprises the necessary arrangement of all raw materials required for the preparation of south Indian cuisine as mentioned in the menu, and serving the prepared articles to the customers, including provision of all materials, equipments for preparation and serving of the articles. This will also include transportation, cost of materials and labor. The contractor shall make his own arrangement for safe storage of materials and accommodation for its staff etc.

Definitions/परिभाषा

2. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.

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

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

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

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

Signature of the bidder
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 quantity and prices filled in Annexure 2, and the letter containing offer of award of tender issued by the Institute to the successful bidder 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, विद्रोह प्रकार शुल्क एवं लाइसेंसधारी भवन के लिए अन्य प्रावधान

5. The contractor shall be liable to pay the license fee regularly by 7th of each successive month. The monthly license fee is presently at the rate of Rs.1782/- per month + cleaning charges of Rs. 250/- per month i.e. a total of Rs.2032/- for the shop space (inclusive of water charges) which however, shall be subject to change from time to time at the discretion of the Institute.

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

7. Besides, the contractor shall also be liable to pay the electricity charges on actual consumption basis to the Estate Office at the then prevailing rates along with the payment of monthly Licence fee. For the purpose, there shall be a meter installed in the 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
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.

11. The contractor shall use the premises ONLY for which it has been given by the Institute under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.

12. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Estate Office. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

Assignment & Subletting:

नियत कार्य एवं किराये पर लिये हुए को किराये पर उठाना

13. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.

14. 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.

यदि कभी भी यह पाया जाता है कि लाइसेंसधारी द्वारा स्वयं के विवेकाधिकार (निर्णय) पर दुकान को किराये पर अथवा किसी अन्य संस्था के सुपूर्द किया गया हो एवं इसके पश्चात दिये गये परिसर को वापस ले लिया हो तथा/अथवा किसी दूसरी पार्टी को हस्तांतरित कर दिया हो।
15. The entire business of the shop shall be carried out in the name and at the behest of the contractor. 
दुकान का समस्त कारोबार लाइसेंसधारी के नाम एवं उसके आदेश पर ही निष्पादित किया जाएगा।

16. The contractor or his authorized/competent representative whose intimation would be provided in writing in advance to the Estate Office, shall at all times be available in the shop and the business of the shop shall not be carried out by any other person/ entity under any circumstances. 
जो लाइसेंसधारी अथवा उसके अधिकृत/संक्षेप प्रतिनिधि दुकान में हर समय उपलब्ध रहेंगे उसकी सूचना संपदा कार्यालय की पहले से लिखित में दी जाएगी। किसी भी परिस्थिति में दुकान का कारोबार किसी अन्य व्यक्ति अथवा कंपनी द्वारा नहीं किया जाएगा।

17. In normal course, the contractor or his authorized competent person should be available in the canteen. However if for any reason, the contractor is not in a position to be available in the shop consecutively for more than 3 days, a prior permission will have to be obtained from the Estate Office, failing which, it will be deemed that the contractor has violated an essential condition of the contract and the contractor may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

आमतौर पर लाइसेंसधारी अथवा उसके अधिकृत संक्षेप व्यक्ति को दुकान में मौजूद रहना होगा। हालांकि यदि किसी कारण से लाइसेंसधारी लगातार तीन महीने तक दुकान आने की स्थिति में नहीं है तो इस संबंध में संपदा कार्यालय की पूर्व अनुमति प्राप्त करनी होगी। ऐसा न करने पर यह समझा जाएगा कि लाइसेंसधारी द्वारा अनुबंध की अनिवार्य शर्तें का उल्लंघन किया गया है तथा इस स्थिति में उसके विरुद्ध उपयुक्त कार्रवाई की जा सकती है। इस कार्रवाई में संस्थान के निर्णयानुसार पर्याप्त अर्थदंड भी शामिल हो सकता है।

**Shop Timing, Menu, Prices, Facilities and Services etc.**

18. The shop shall operate from 02:00 p.m. to 04:00 a.m. Running the shop beyond 04:00 a.m. shall be carried out only with the prior permission of the Estate Office.

दुकान का समय दोपहर 2 बजे से प्रातः 04 बजे तक होगा। प्रातः 4 बजे के पश्चात दुकान का संचालन करने के लिए संपदा कार्यालय की पूर्व अनुमति प्राप्त करनी होगी।

19. The Shop shall operate on all seven days of the week and there shall be no holiday under any circumstances, save with the prior instructions/approval of the Estate Office.

दुकान सप्ताह में सातों दिन संचालित की जाएगी तथा संपदा कार्यालय के पूर्व अनुदेश अथवा अनुमोदन के बहेर किसी भी परिस्थिति में कोई अवकाश नहीं रहेगा।

20. All items mentioned in Annexure-2 must be available during the shop working hours. However, the Institute through CEMMC may add or delete any number of items to the menu/Annexure-1 on recommendation of the campus community. All the orders in this behalf shall be issued by the Officer In-charge, Estate.

अनुमोदन-2 में दर्शाई गई समस्त खाद्य वस्तुएं दुकान के कार्य-समय में उपलब्ध रहनी चाहिए। हालांकि संस्थान परिसर समुदाय की सिफारिश पर व्यंजन-सूची/अनुमोदन-2 में दर्शाई गई खाद्य सामग्रियों की सूची में जोड़/घटाव कर सकता है। इस संबंध में समस्त आदेश प्रभारी-अधिकारी (संपदा) द्वारा जारी किये जाएंगे।

21. The prices in Annexure-2 are supposed to remain static during the entire contract period and the contractor shall not be entitled to any compensation due to the fluctuation in the market rates of materials and labour. However, the CEMMC may at its discretion and in consultation with the contractor and Warden-in-charge modify the prices of items on quarterly basis in proportion to the overall change in price index as notified at [https://data.gov.in/catalog/state-level-consumer-price-index-ruralurban](https://data.gov.in/catalog/state-level-consumer-price-index-ruralurban) for Uttar Pradesh Urban region. The price index shall not be applicable to third party items. However, all modification in prices shall be in INR multiples.

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

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

24. Installation of 4 digit campus telephone (via Sanchar Vibhag of IITK) should be made by the contractor adopting appropriate 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.

25. Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed in a prominent place. First aid measures should also be available for emergencies.

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

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

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

The contractor shall facilitate with a swipe payment machine and shall also provide in the shop the UPI based payment system. The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).

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

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

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. The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers to make the payments via UPI App (BHIM or equivalent).

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

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

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

32. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

33. 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 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.
35. The contractor shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

36. The contractor shall maintain the quality in preparation of articles, constant supply of cold drinking water & availability of fresh items. There shall be no compromise in regard to the quality of items to be sold in the Shop premises.

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

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

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

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

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

Signature of the bidder
42. The contractor shall carry out the work in accordance with this contract and the directives of Office-in-Charge (Estate) and to the satisfaction of the Director through the CEMMC. The CEMMC may, from time to time, issue further instructions, detailed directions and explanations in regard to:

a. The variation or modification in the menu of eatables including additions/omission or substitution.
b. The removal from the site of any material thereon by the contractor and the substitution of any other materials thereon.
c. The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
d. Inspection of raw materials, other equipment and utensils.
e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

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

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

45. 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 the details of them in the given format.

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

Signature of the bidder
47. No female employee shall be allowed to work in the shop during night i.e. 8:00 pm to 6.00 am.

48. 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.

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

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

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

52. The contractor shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.

53. The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.

54. The contractor shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non responsible action on the part of its workers, whether deliberate or otherwise.

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

55. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.

56. 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.

57. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.

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

58. The Contractor shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the contractor's failure, as well as the Institute's license fee, electricity charges and other dues etc. The contractor shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the contractor's security deposit.

Signature of the bidder
95. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the contractor or for its illegal actions, the Institute would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

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

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

Security Deposit/ Jama Pratibhuti

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

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.

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.

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

The complaints shall be removed or dealt with by the contractor on priority basis on issues that concern the consumers may register their complaints in the manner provided hereafter at the discretion of the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

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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.

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.

Signature of the bidder
Termination of contract/अनुबंध की समाप्ति

70. Either party may terminate the contract by giving 30 days notice to the other party without assigning any reasons, whatsoever.
कोई भी पार्टी दूसरी पार्टी को कोई भी कारण बताए बिना 30 दिन का नोटिस देकर अनुबंध समाप्त कर सकती है।

71. 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।

72. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 07 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contractor 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 तो फिर यह समय से पूर्व समाप्त होता है तो लाइसेंसधारी को अनुबंध समाप्त होने से पूर्व 07 दिनों के अन्दर लाइसेंसधारी परिसर के खाली आधिपत्य को सौंपना होगा। यदि लाइसेंसधारी उल्लिखित अधिधि के अन्दर परिसर के खाली आधिपत्य को सौंपने में फिल्ट्रहता है तो संस्थान उसके विरुद्ध उचित कार्रवाई कर सकता है।

73. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to challenge. All the goods belonging to the contractor in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non handing over its possession to the Institute as aforesaid.
इसके अतिरिक्त संस्थान के पास परिसर के अन्दर प्रवेश करने तथा इस अनुबंध के तहत लाइसेंस पर दिये गये परिसर पर आधिपत्य करने का पूर्ण अधिकार होगा और इसको कहीं पर भी चुनौती नहीं दी जाएगी। उक्त परिस्थिति उत्पन्न होने पर लाइसेंसधारी से संबंधित समस्त सामान को जब्त कर लिया जाएगा तथा संस्थान के आदेश पर इस सामान को या तो बेच दिया जाएगा या फिर इसकी नीलामी कर दी जाएगी। यदि लाइसेंसधारी उल्लिखित स्थिति उत्पन्न होने पर संस्थान को परिसर का आधिपत्य नहीं सौंपता है तो फिर संस्थान अपनी स्वेच्छा से सार्वजनिक परिसर (अनधिकृत किरायेदार बेदखली) अधिनियम 1971 के प्रावधानों के तहत लाइसेंसधारी 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 व्याख्याएं

74. 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 रहेंगे। हालाँकि यदि लाइसेंसधारी चाहे तो अनुबंध संबंधी दस्तावेजों की छायाप्रति अपने पास रख सकता है।

75. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the 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

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

इस अनुबंध के तहत आने वाले 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 ______________________________________

Address ____________________________________________

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

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

Mobile No. ____________________________

........................................ Seal/मुहर..............
APPLICATION FOR RUNNING THE SOUTH INDIAN OUTLET AT SHOP NO. 5, CHOWPATI AREA
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: ____________________________________________

_________________________ ____________________________
Date: 
Signature of the applicant

Seal

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

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</tr>
</tbody>
</table>
## Price Schedule of Items to be sold in Shop No. 5, South Indian Outlet at Chowpati Area

(The prices to be quoted by bidders should be inclusive of GST)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of items</th>
<th>Unit</th>
<th>Weight Factor</th>
<th>Rate (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Onion Rawa Dosa</td>
<td>155 gm (1 piece)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Medu Vada</td>
<td>150 gm (2 pieces)</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Uttapam</td>
<td>100 gm (1 piece)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Rawa Upma</td>
<td>160 gm</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Idli</td>
<td>80 gm (2 pieces)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Masala Dosa</td>
<td>200 gm (1 piece)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Plain Dosa</td>
<td>150 gm (1 piece)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Cheese Dosa</td>
<td>150 gm (1 piece)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Paneer Dosa</td>
<td>160 gm (1 piece)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Sabudana Vada</td>
<td>200 gm (2 piece)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Sabudana</td>
<td>150 gm</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Pongal</td>
<td>100 gm</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Lemon Rice</td>
<td>250 gm</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Curd Rice</td>
<td>250 gm</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Rawa Masala Dosa</td>
<td>200 gm (1 piece)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Mysore Masala Dosa</td>
<td>200 gm (1 piece)</td>
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<td></td>
</tr>
<tr>
<td>17</td>
<td>Kerela Rice (Brown Rice)</td>
<td>250 gm</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Puttu</td>
<td>40 gm</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Appam</td>
<td>200 gm (4 piece)</td>
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<td></td>
</tr>
<tr>
<td>20</td>
<td>Stew Veg</td>
<td>150 gm</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Malabar Dum Biryani</td>
<td>200 gm</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Banana Chips</td>
<td>100 gm</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Banana Fritters</td>
<td>100 gm</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Vada</td>
<td>150 gm (2 pieces)</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Kadala Curry (Channa)</td>
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<td>3</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Kerela Style Chicken Curry</td>
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<td>4</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Ghee Dosa</td>
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<td></td>
</tr>
<tr>
<td>28</td>
<td>Chicken Stew</td>
<td>600 gm</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Upma</td>
<td>160 gm</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the bidder