TENDER DOCUMENT

FOR

RUNNING PROVISION STORE

AT SHOP NO. 3

HALL OF RESIDENCE- XIII, IIT KANPUR

NOTICE NO. 15/2018-19

Issued By:

ESTATE OFFICE
I.I.T. KANPUR
भारतीय प्रौद्योगिकी संस्थान कानपुर
संपदा कार्यालय (दूरभाषः 0512)259-7327
कक्ष संख्या 101 बी (फैक्ट्री बिल्डिंग)
निविदा सं.15/2018-19
भा.प्रौ.सं.कानपुर स्थित हाल -13
की दुकान सं. 3 में प्रोविशन स्टोर
के संचालन हेतु निविदा प्रपत्र

संपदा कार्यालय
भा.प्रौ.सं. कानपुर द्वारा जारी

Signature of the bidder
Tender Notice No.15/2018-19

SUB: TENDER TO RUN PROVISION STORE AT SHOP NO.3, 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. 3 of Hall of Residence XIII with an area of 13.77 square meter and intends to give it on license, to the willing party having experience of minimum three years of operating provision store(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.

The tender document can be downloaded from Estate office website: http://www.iitk.ac.in/estateoffice/Tender.htm

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 04 December 2018 (Tuesday) up to 1450 hrs.

2) The tenders will be opened on 04 December 2018 (Tuesday) 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 04 December 2018 (Tuesday) 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.

Assistant Registrar/
Officer In-charge, Estate

Copy to:
1. Director
2. Deputy Director
3. Chairman, CEMMC
4. Registrar
5. All Notice Boards
6. Institute website.
GUIDELINES FOR TENDER FOR PROVISION STORE AT SHOP NO. 3, HALL OF RESIDENCE - XIII, IIT KANPUR

छात्रावास XIII की दुकान सं. 3 में प्रविशन स्टोर की निविदा के लिए दिशानिदेश

General:

सामायिकी:

1. The contract is for running a provision store at shop no. 3, 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.

   यह अनुबंध छात्रावास – XIII की दुकान सं. 3 में प्रविशन स्टोर चलाने के लिए है, जिसके लिए दुकान का परिसर सफल बोलीदाता को लाइसेंस पर दिया जाएगा, हालांकि, दुकान को कुछ निश्चित शर्तों के तहत चलाया जाएगा जो कि इसके बाद के प्रश्नों में उल्लिखित हैं और अनुबंध की शर्तें अर्थात परिशिष्ट भी समाहित हैं.

2. Each and every page of the bid must be signed by the bidder himself, if the bidder is a proprietorship firm and by a partner in case of a partnership firm. However, in such a case, there must be an authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of all partners.

   यदि बोलीदाता एक स्वामित फर्म है तो हर पृष्ठ पर बोलीदाता के हस्ताक्षर होने चाहिए, और यदि बोलीदाता एक साझेदार फर्म है, तो हर पृष्ठ पर एक पार्टनर द्वारा हस्ताक्षर होने चाहिए. हालांकि, ऐसे मामले में, सभी सहयोगियों से इस संबंध में एक प्राधिकरण होना चाहिए कि भागीदारों के रूप में बोली पर हस्ताक्षर करने वाले व्यक्ति को सभी भागीदारों की तरफ से बोली दस्तावेज पर हस्ताक्षर करने के लिए अधिकृत किया गया है.

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.

   यदि बोलीदाता एक कंपनी है, तो सक्षम प्राधिकरण / बोर्ड के समानांतर के द्वारा वैध प्राधिकरण होना चाहिए. व्यक्ति को कंपनी की ओर से बोली लगाने और फाइल करने के लिए प्राधिकृत करना होगा.

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

   यदि कोई बोली के प्रत्येक पृष्ठ पर हस्ताक्षर नहीं पाये जाते हैं या /और बोली में प्राधिकरण संलग्न नहीं है, तो ऐसी बोली को अस्वीकार किया जा सकता है.

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.

   बोली दस्तावेज में कोई भी अदिलेखन या कटौती नहीं की जानी चाहिए. यदि कुछ अपरिहार्य कारणों से बोलीदाता को बोली दस्तावेज में कोई अदिलेखन या कुछ कान्या पड़ता है, तो उस व्यक्ति को बोली दस्तावेज पर विधिवत रूप से हस्ताक्षर कर के ऐसे अदिलेखन या कटौती को प्रमाणित करना चाहिए.

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.

   निविदाकर्ता को निविदा पत्र में परिवर्तन करने की अनुमति नहीं है. इस तरह के परिवर्तन और परिवर्तन निविदाकर्ता के अपने जोखिम पर होंगे और निविदा को सरस्वती तौर पर अस्वीकार कर दिया जाएगा. सशर्त निविदाएं स्वीकार नहीं की जाएंगी.

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

   निविदाकर्ता अनुबंध 1 में अपने पूर्ण थायली एवं अस्थायी पता देंगा और इसके बाद में संबंधित प्रमाण भी प्रस्तुत करेगा.

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

9. Prices of all products in Annexure-1 (part III) must be quoted in Indian rupees and must be inclusive of GST. Preference will be given to individual/firm with better financial position/state. Good Financial health of an individual/firm in terms of working capital, to run such an outlet smoothly. Preferential bids may be considered based on sufficient proof of its experience/ability of running such an outlet.

Eligibility Criteria/

10. Good Financial health of an individual/firm in terms of working capital, to run such an outlet smoothly. Preferential bids may be considered based on sufficient proof of its experience/ability of running such an outlet.

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

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

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

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

Earnest Money Deposit (EMD)/ 6

15. Every bid must be accompanied 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.

If the tenderer withdraws his tender after acceptance or for any other reason in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance, the earnest money of such tenderer will be forfeited.

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If the tenderer withdraws his tender after acceptance or for any other reason in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance, the earnest money of such tenderer will be forfeited.

The earnest money of the 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.

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

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

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.

Any bid not accompanied by any of such documents may be liable to rejection.

The bidder must enclose the EMD and self-attested copies of the following documents along with the bid.

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Any bid not accompanied by any of such documents may be liable to rejection:

a) Income Tax Registration Certificate/PAN No.

b) Last one year bank statement

c) Firm/Company Registration Certificate.

d) GST Registration Certificate/No.


f) Other Statutory Registrations/Licenses, if any.

g) Bank Solvency Certificate.

h) Details/particulars of the firm submitting the bid in Annexure-1(Part I, II & III)

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

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

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

l) Bank Draft of Rs.5,000/- (Five Thousand Only) towards EMD.

m) Address proof/adhar 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.

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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.
a) आयकर प्रमाण पत्र/ैन नम्बर
b) चिह्नित एक साल के बैंक स्टेटमेंट
c) फर्म कंपनी पंजीकरण प्रमाण पत्र
d) जी एस टी पंजीकरण प्रमाण पत्र नम्बर
e) ईएसएफ पंजीकरण प्रमाण पत्र कोड नम्बर/ ईएसआई पंजीकरण प्रमाण पत्र कोड नम्बर
f) अन्य वैधानिक पंजीकरण लाइसेंस (यदि कोई हो)
g) बैंक सोल्वेंसी सत्सीफिकेट
h) अनुसंधान - 1 में बौली जमा करने वाली फर्म का विवरण (पाटे I, II & III)
i) दुकानों की संख्या एवं दुकानों का विवरण (वर्तमान समय में पैंच से अधिक दुकानों का संचालन न कर रहा हो)
j) अक्कोश पाया लगन पत्र के साथ-साथ पिछले तीन वर्षों के कुल कारोबार एवं लाभ सहित लाभ एवं हानि खाता का प्रमाण पत्र
k) निविदा जमा करने वाली फर्म की ओर से निविदा पर हस्ताक्षर करने वाले प्रमाण के पक्ष में अधिकार पत्र/संकल्प पत्र
l) अग्रिम जमा राशि के रूप में 5,000 (पैंच हजार रुपये) की एफडीआर/टीडीआर
m) व्यक्तिगत आवेदक का पता का सबूत/आधार कार्ड
t) फर्म / व्यक्ति के साथ काम करने वाले कर्मचारियों की विवरण / सूची
o) निविदा पर हस्ताक्षर करने वाले प्रत्येक आवेदक/व्यक्ति के आधार की छापापत्र
t) आवश्यक समझे जाने वाले अन्य दस्तावेज जो निविदा दस्तावेज प्राप्तवर्गों के तहत अनिवार्य हों तथा जिनका उल्लेख उपर न किया गया हो।

Submission of Bid/बौली 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 17 above ('a' to 'p') should also be attached. The Technical bid shall be submitted in a sealed envelope, superscripted, “TECHNICAL BID FOR RUNNING PROVISION STORE AT SHOP NO.3, HALL OF RESIDENCE- XIII, IIT CAMPUS”.

b. Financial Bid:

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

ii. The base License fee (base rate) for bidding shall be Rs.88/-per square meter as on the date of submission of bids. As such, the bidders should quote their financial bids over and above the said base rate.

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

iv. The Institute shall be entitled/ competent to deposit the License fee equivalent to the base rate of License fee to the Institute Accounts as per norms and the rest i.e. the balance License fee realized out of the higher rate as determined finally in the bid shall be deposited to any other head at the discretion of the Institute.

Signature of the bidder
v. The Financial bid should be put in a separate sealed envelope superscripted, “FINANCIAL BID FOR RUNNING PROVISION STORE IN HALL OF RESIDENCE-XIII at IIT CAMPUS”. Both the Technical Bid and the Financial Bid shall further be put in another larger single sealed envelope and dropped in the tender box kept in the Estate Office, Room No. 101-B (Faculty Building), IIT Kanpur.

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

vii. Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse, shall be entertained.

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.

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

निविदा प्राप्त करने वाले व्यक्ति को ठेका मिलने के 10 दिन के अंदर एक अनुबंध पर हस्ताक्षर करने होंगे। यदि संबंधित व्यक्ति 10 दिन के अंदर अनुबंध पर हस्ताक्षर करने में असफल रहता है तो उसकी अधिम जमा राशि को जब्त या बंद जाएगा तथा संस्थान के विवेकाधिकार पर निविदा को रद्द माना जाएगा।

**Evaluation Criteria for Bid Evaluation / निविदा मूल्यांकन हेतु मूल्यांकन मानदंड**

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).

पिछले प्रदर्शन या ब्रांड वैल्यू के आधार पर तकनीकी बोली मूल्यांकन के दौरान बोली लगाने वालों को 0.8 से 1.2 की श्रेणी में मूल्य लाभ फैक्टर सौंपा जा सकता है। केवल तकनीकी मूल्यांकन में योग्य बोलीदाताओं की वित्तीय बोलिया खोली जाएगी। जिस बोलीदाता का योग (मूल्य समायोजन फैक्टर X बोलीदाता द्वारा दी गई दर) अधिकतम होगा, निविदा उस बोलीदाता को सौंपी जाएगी।

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

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

ऐसी निविदाएं जो उल्लिखित शर्तों को पूरा नहीं करती अथवा किसी भी रूप में अधूरी हैं, को निरस्त माना जाएगा।

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.

बिना कोई कारण बताए संस्थान के पास किसी अथवा सभी निविदाओं को स्वीकार/ अस्वीकार करने का अधिकार सुरक्षित है। अतः बोली लगाने वाले व्यक्ति के पास इसको चुनौती देने के अलावा अन्य कोई अधिकार नहीं होगा।

**Signature of the Tenderer ______________________________**

निविदाकार के हस्ताक्षर

**Name ______________________________________________**

नाम

**Full Address & Telephone/Mobile No. ____________________**

पूरा पता एवं दूरभाष/मोबाइल नम्बर
Signature of the bidder
Scope of Contract/ अनुबंध का दावेदार

The contract comprises the necessary arrangement of general daily provision items for the Institute students and campus residents. This will also include transportation, cost of materials and labor. The Licensee shall make its own arrangement for safe storage of materials and accommodation for its staff etc.

अनुबंध में आईआईटी छात्रों और समुदाय के लिए प्रदान चोर मे बिकने वाले सभी प्रकार के आइटम की सुविधा प्रदान करना शामिल है। इसमें परिवहन, सामग्री और श्रम की लागत भी शामिल होगी। लाइसेंसीय अपने समान के सुरक्षित भंडारण एवं कर्मचारियों के समायोजन के लिए स्वयं व्यवस्था करेगा।

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.

इस अनुबंध में निविदाकरों के लिए निम्नलिखित परिभाषा, शब्द एवं अभिव्यक्तियों विनिर्दिष्ट की गई है। अनुबंध में उल्लिखित का ही प्रयोग किया जाएगा।

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

सी.ई.एम.एम.सी. का तात्पया निदेशक द्वारा गठित 'व्यावसायिक प्रतिष्ठान सारण एवं प्रबंधन समिति' से है।

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

कंट्रॉक्टर से तात्पया ऐसे व्यक्ति अथवा व्यक्तियों, फॉर्म या कंपनी से है जिसकी निविदा संस्थान द्वारा स्वीकृत की गई हो। इसमें ठेकेदार के व्यक्तिगत प्रतिनिधि, उत्तराधिकारी एवं स्वीकृत वारिस शामिल होंगे।

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

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

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

संस्थान का तात्पया भारतीय प्रौद्योगिकी संस्थान कानपुर से है जिसका प्रतिनिधित्व निदेशक अथवा उसका प्रतिनिधि करेगा।

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

प्रभारी अधिकारी (संपदा) का तात्पया भारतीय प्रौद्योगिकी संस्थान कानपुर के संपदा कार्यालय के प्रभारी-अधिकारी से है जो इस अनुबंध से संबंधित समस्त प्रशासनिक कार्यवाही को नियंत्रित करेगे।

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

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

**Duration of the contract/ अनुबंध की अवधि**

4. The duration of contract will be for one year, initially, from the date of signing the contract, first three months being the probation period and on satisfactory completion of the probation period, the contract will automatically be extended for rest of the year i.e. nine months. Further, the contract shall be annually extended (one year at a time) for two more years based on past performance. Under no circumstances shall the contract be extended for more than five years.

**Licence Fee, Electricity Charges & Other Provisions for Licensed premises / लाइसेंस शुल्क, विद्युत शुल्क एवं लाइसेंसधारी भवन के लिए अन्य प्रावधान**

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

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

7. Besides, the contractor shall also be liable to pay the electricity charges on actual consumption basis to the Estate Office at the then prevailing rates along with the payment of monthly Licence fee. For the purpose, there shall be a meter installed in the shop by the Institute. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid at the then prevailing rates.

Signature of the bidder
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.

11. 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:

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.

यदि कभी भी यह पाया जाता है कि लाइसेंसधारक द्वारा दुकान को किराये पर दिया गया है या किसी अन्य संस्था के सपुर्दियाँ किया गया है तो उल्लिखित अनुबंध की समाप्त कर दिया जाएगा।

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

दुकान का समस्त कारोबार लाइसेंसधारक के नाम एवं उसके आदेश पर ही निष्पादित किया जाएगा।

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.

लाइसेंसधारक या उसके अधिकृत/सक्षम प्रतिनिधि कैंटीन में हर समय उपलब्ध रहेंगे और ऐसे अधिकृत/सक्षम प्रतिनिधि की सूचना संपदा कार्यालय को पहले से लिखित में दी जाएगी। किसी भी परिस्थिति में कैंटीन का कारोबार किसी अन्य व्यक्ति अथवा कंपनी द्वारा नहीं किया जाएगा।

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

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

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

17. The provision store 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.

दुकान का समय सुबह 10 बजे से रात्रि 9 बजे तक होगा। रात्रि 9 बजे के पश्चात या सुबह 10 बजे से पहले दुकान का संचालन करने के लिए संपदा कार्यालय की पूर्व अनुमति प्राप्त करनी होगी।

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.

सप्ताह के एक दिन दुकान किसी भी कानून के तारीखों के मामले में बंद हो सकती है, हालांकि, रविवार गैर-कार्य दिवस नहीं हो सकता है। साल के इन दिनों में दुकान बंद रही जाएगी: 26 जनवरी, 2 अक्टूबर, 15 अगस्त। यदि किसी अन्य दिन दुकान बंद रखनी हो तो इसकी अनुमति संपदा कार्यालय से प्राप्त करनी होगी।

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

समस्त आवश्यक एवं अन्य मूलभूत सुविधाएं संस्थान के आदेश पर संबंधित छात्रावास द्वारा उपलब्ध कराई जाएगी।

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

Signature of the bidder
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:

<table>
<thead>
<tr>
<th>Name/ नाम:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shop No &amp; location/ दुकान संख्या &amp; स्थान:</td>
</tr>
<tr>
<td>Mobile Number/ मोबाइल:</td>
</tr>
<tr>
<td>Land Line Number/ दूरभाष:</td>
</tr>
<tr>
<td>Timings/ दुकान का समय:</td>
</tr>
<tr>
<td>Weekly off/ साप्ताहिक बंदी:</td>
</tr>
<tr>
<td>License No/ लाइसेंस नंबर:</td>
</tr>
<tr>
<td>Valid Up to/ वैधता:</td>
</tr>
</tbody>
</table>

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/items for sale along with the price list should be prominently displayed in legible font.

All items 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.

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

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. Paymnt though BHIM app cannot be refused to any customer. The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers do the payments via UPI App (BHIM or equivalent).

Liability of GST and Other Taxes

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

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

30. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and 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.
laissons dérer du contrat les accès-pass et la personne en charge de l’entretien de l’agence n’appartiennent pas aux fournisseurs de l’agence.

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

laissons dérer de modification de la sécurité et de la sécurité de l’agence et du bâtiment de l’agence. L’agence ne peut pas modifier ou ajouter des installations ou des constructions sans l’accord écrit préalable du propriétaire.

Quality, hygiene & cleanliness / गुणवत्ता एवं स्वच्छता

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

laissons dérer de maintenance du niveau de qualité et de disponibilité des services. L’agence devra maintenir un niveau de qualité et de disponibilité des services.

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

laissons dérer de la maintenance des conditions de conservation sûre et sécurisée dans le magasin, afin de maintenir les standards et les valeurs esthétiques du même. L’agence doit également faire ses propres dispositions pour le stockage sécurisé des matériaux.

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

laissons dérer de la maintenance de l’aération et de l’éclairage. Aucune décoration ou encroachment ne peut être réalisée à l’extérieur des locaux.

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

laissons derrer de la collecte et du traitement des déchets conformément aux normes de l’institut. Le contrôle contre les insectes et les rongeurs doit être effectué à intervalles réguliers tous les six mois.

37. 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).

l’usage des sacs en plastique est rigoureusement interdit et ne peuvent être utilisés sous aucune circonstance. L’utilisation de sacs en papier, assiettes et verres est encouragée. Des sacs de tissu peuvent être mis à disposition pour les utilisateurs (à des frais modiques).

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

38. 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.

Signature of the bidder
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

39. 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.

40. 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.

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

42. No female employee shall be allowed to work in the shop during night i.e. beyond 8:00 pm.

43. 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.

44. 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.

Signature of the bidder
46. 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.

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 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.

48. 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.

49. 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.

50. 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.

Signature of the bidder
51. 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.

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

53. 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, co-operation, 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.

54. 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.

55. 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.

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

Security Deposit/ जमा प्रतिभूति

57. The contractor shall have to deposit a security of \textbf{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.

58. 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.

59. 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.

60. 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.

Signature of the bidder
61. 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.

62. 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.

63. 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/-, the second time and Rs.5000/-, the third time.

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

Termination of contract:
अनुबंध की समाप्ति

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

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

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

Signature of the bidder
The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to challenge. All the goods belonging to the contractor in such circumstances shall be deemed forfeited therefrom and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non handing over its possession to the Institute as aforesaid.

Contract Documents and their interpretations/अनुबंध दस्तावेज एवं अन्य व्याख्याएँ

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

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

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

Signature of the Bidder

Recent photograph of tenderer

Signature of the Bidder

Address ________________________________________
________________________________________________
पता..............................................................
........................................................................
........................................................................
Mobile No. ........................................
मोबाइल:..........................Seal/मुहर............
Signature of the bidder
APPLICATION FOR RUNNING PROVISION STORE
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. 5,000/-
b. FDR No. : __________________
c. Dated : ______________
d. Bank & Branch : ______________

GST NO

PAN No.

EPF Code No., if any

ESI Code No., if any

Experience, if any (in years)

Name and address of two responsible persons as guarantors:

Name ___________________________ Name ___________________________
Aadhar No. ______________________ Aadhar No. ______________________
Address _________________________ Address _________________________

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>IN CASE THE BIDDER IS A FIRM</th>
<th>IN CASE THE BIDDER IS AN INDIVIDUAL</th>
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</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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<td>Document Enclosed: Yes/No</td>
<td>Document Enclosed: Yes/No</td>
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<td>Firm Registration No.</td>
<td>Document Enclosed: Yes/No</td>
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<td>Document Enclosed: Yes/No</td>
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<td>No of employees</td>
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<td>EPF registration No.</td>
<td>EPF registration No.</td>
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<td>Document Enclosed: Yes/No</td>
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<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:</td>
<td>Whether worked in Government/semi-government/autonomous body and reputed Institute Yes/No.</td>
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<td>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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<td>Other Statutory Registrations/Licenses, if any.</td>
<td>Not required</td>
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<td>In case of person signing the bid on behalf of the Firm, enclose authority letter.: Yes/No</td>
<td>In case of person signing the bid on behalf of the Party, enclose authority letter: Yes/No</td>
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<td>FDR/TDR/DD No.</td>
<td>FDR/TDR/DD No.</td>
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<tr>
<td>Issuing Bank Name</td>
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<td>Date of issue</td>
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<td>Aadhar No. of Firm:</td>
<td>Aadhar No. of Individual:</td>
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<td>Document enclosed: Yes/No</td>
<td>Document enclosed: Yes/No</td>
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</tbody>
</table>

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>Items</th>
<th>Price (including GST)</th>
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a) The undersigned, hereby, offers to pay a monthly License fee at the rate of Rs./-_____________ per square meter for the premises in question, as detailed in the bid document.

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:…………………

Annexure-3

FINANCIAL BID
वित्तीय बोली

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
हाल XIII मे प्रोविशन स्टोर की निविदा संख्या 15/2018-19 हेतु
Tender Notice No. 15/2018-19
Provision store at Hall of Residence XIII