

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

**ESTATE OFFICE (Phone: (0512) 259-7327)**

**ROOM NO. 101-D (FACULTY BUILDING)**

**TENDER DOCUMENT**

**FOR**

**RUNNING CLOTHS' SHOP**

**AT**

**SHOP NO.B-8**

**LOCATED IN MAIN SHOPPING CENTRE**

**IIT KANPUR**

**NOTICE NO. 17/2017-18**

**ISSUED TO:**

**Mr./M/s. \_\_\_\_\_**

**Issued By:**

**ESTATE OFFICE**

**I.I.T. KANPUR**

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**  
**ESTATE E (Phone: 2597166)**  
**ROOM NO. 101-D (FACULTY BUILDING)**

NO. EO/CEMMC-IITK/2017-18/1031

Dated:09.02.2018

**Tender Notice No. 17/2017-18**

**SUB: TENDER TO RUN CLOTHS' SHOP AT SHOP NO.B-8 LOCATED IN MAIN SHOPPING CENTRE.**

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 premises available for running a cloth shop at Main Shopping Centre and intends to give the premises on license, to the willing party having experience of and operating such shops under its ownership/proprietorship, to cater to the campus community.

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

The Tender document comprises of **Appendix A & B along with Annexures** which 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 delivered whether by post or by hand, to the Estate **Office by 12 March 2018 (Monday) up to 11:50 hours.**
2. The tenders will be opened on **12 March 2018 (Monday) at 12:00 hours in Room No. 101-B, Faculty Building** in the presence of the Members of Tender Committee of the Institute and authorized representative(s) of the bidding parties. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
3. **Financial bids** of all the technically qualified bidders shall be opened on **12 March 2018 (Monday) at 16:00 hours in in Room No. 101-B, Faculty Building.**
4. The Institute reserves the right to accept / reject any tender without assigning any reasons

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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 OF CLOTH SHOP AT SHOP NO. B-8 LOCATED IN MAIN  
SHOPPING CENTRE**

**General:**

1. The contract is for running a cloth **shop at Shop No. B-8, located in the Main Shopping Centre having area of 6.9 square meters**, at IIT Kanpur for the premises, which shall be given to the successful bidder on license at per square meter rate subject to the condition stipulated hereafter and further subject to 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 bidder shall give the complete details of the machines to be installed in Annexure 1, full details as required in Annexure 2 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:**

9. Good Financial health of an individual/firm in terms of working capital, to run such shop(s) smoothly. Preference will be given to individual(s)/firm(s) with better financial position/state. The bidder who has experience of minimum three years in running such shop(s) in Government departments, public undertakings and/or renowned educational institutions or have private shops/outlets, may apply along-with sufficient proof of its experience/ability of running such shop(s).
10. 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 Cloth shop in question as well, if the related law so requires.
11. Firms already having another establishment/shop/Cloth shop etc. within the Institute premises will be considered based upon good performance. Bidder having two or more establishment/shop/Cloth shop etc. within the Institute premises will not be considered for this bid. Employee and students' relatives are debarred from submitting the bids.

### Earnest Money Deposit (EMD)

12. 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.
13. 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.
- 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.
  - 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.

### Documents to be attached with the bid:

14. The bidder must attach the FDR/TDR and self-attested copies of the following documents along with the Technical bid. Any technical bid not accompanied by any of such documents would be liable for rejection:

|    |   |    |  |
|----|---|----|--|
| a. | Income Tax Registration Certificate/PAN No.                                       | h. | IT returns of the last three Financial years   |
| b. | Bank statement for the last one year  | i. | Details/list of employees working with the firm/ Individual  |
| c. | Firm/Company Registration Certificate   | j. | Authority/Resolution in favor of the person signing the bid on behalf of the firm submitting the tender                                    |
| d. | GST Registration Certificate/No   | k. | FDR/TDR of Rs.10,000/- (Ten Thousand Only) towards EMD.  |
| e. | Other Statutory Registrations/Licenses, if any                                    | l. | Aadhar Card of individual applicant/person signing the bid.  |
| f. | Details/particulars of the party/firm in Annexure-1 (Part I & II)                 | m. | Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above |
| g. | Total number of outlets and details of outlets presently being run by the bidder. | n. | In case of a firm, must enclosed audited Balance sheet of last three years with Profit and loss accounts                                   |

### Submission of Bid:

15. 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 ‘n’) should also be attached. The Technical bid shall be submitted in a sealed envelope, superscripted, **“TECHNICAL BID FOR RUNNING CLOTH SHOP IN MAIN SHOPPING CENTRE at IIT CAMPUS”**.

### **B. Financial Bid:**

- The Financial bid shall be submitted in **Annexure-2**

- ii. The base License fee (base rate) for bidding shall be **Rs. 220/- per square meter** as on the date of submission of bids. As such, the bidders have to quote their financial bids over and above the said base rate.
  - iii. Any bid submitted at par or below the base rate shall not be entertained and be summarily rejected.
  - iv. The Institute shall be entitled/ competent to deposit the License fee equivalent to the base rate of License fee to the Institute Accounts as per norms and the rest i.e. the balance License fee realized out of the higher rate as determined finally in the bid shall be deposited to any other head at the discretion of the Institute.
  - v. The Financial bid should be put in a separate sealed envelope superscripted, **“FINANCIAL BID FOR RUNNING CLOTH SHOP IN MAIN SHOPPING CENTRE at IIT CAMPUS”**. Both the Technical Bid and the Financial Bid shall further be put in another larger single sealed envelope and dropped in the tender box kept in the Estate Office, Room No. 101-D (Faculty Building), IIT Kanpur.
  - vi. **Any bid containing Technical Bid and Financial Bid in same envelope shall be summarily rejected.**
16. 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.
17. 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:**

18. First of all, **the Technical bids will be opened on the stipulated date and time, as mentioned on page #2 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 will be opened on the stipulated date and time, as mentioned on page #2 of this document in Room No. 101-B, Faculty Building** and considered.
19. The party, whose tender is accepted, will have to sign an agreement within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.

#### **Evaluation Criteria for Bid Evaluation:**

20. 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 perceived brand value. Only for the technically qualified bidder(s), the financial bids will be opened. The contract will be awarded to the bidder who will have the highest of the (Price adjustment factor x rate offered by the bidder).

**Acceptance/Non-acceptance of bids:**

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

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

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

23. The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Tenderer \_\_\_\_\_

Name \_\_\_\_\_

Name of the firm \_\_\_\_\_

Full Address & Telephone/Mobile No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## TERMS & CONDITIONS OF CONTRACT

### Scope of Contract

1. The contract comprises the necessary arrangement of sale of all kinds of cloths rolls, bed linens, towels, handkerchiefs, school uniform etc. This will also include transportation, cost of materials and labor. The Licensee shall make its own arrangement for safe storage of materials and accommodation for its staff etc.

### Definitions:

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. "Licensee" means the person or persons, firm or company whose tender has been accepted by the Institute and includes personal representative, successors and permitted assignees of the Licensee.
  - 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.
  - e. "Officer-in-charge (Estate)" means the Officer-in-charge (Estate) of the Indian Institute of Technology, Kanpur who directs and administers the contract.

### Documents Forming the Contract

3. Appendix A, i.e., the Guidelines for bidders, Appendix B, i.e., terms and conditions of the contract, application/declaration in Annexure 1, the declaration 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:

4. The duration of contract will be for **three years** from the date of signing the contract, however it shall initially be for one year only out of which first three months being the probation period and on satisfactory completion of the probation period, the contract will be extended for rest of the tenure i.e. nine months and two years (one year at a time, based on past performance). The contract may be extendable for two more years on yearly basis subject to satisfactory performance. No extension of the contract, beyond five years, will take place under any circumstances.

### License Fee, Electricity Charges & Other Provisions for Licensed premises:

5. The Licensee shall be liable to pay the license fee regularly by 7<sup>th</sup> of each successive month. The monthly License fee is inclusive of water charges.
6. In case of failure to pay the License fee within the stipulated time as aforesaid, the Licensee 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 Licensee 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 Cloth shop by the Institute. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the Licensee as aforesaid at the then prevailing rates.

8. However in case of non-payment of electricity charges in time, the Licensee 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. Besides, the Licensee shall also be liable to pay **cleaning charges for** the premises to the Estate Office @ **Rs. 250/-p.m.** by 07<sup>th</sup> of each successive month. The cleaning charges shall be over and above the License fee and would be subject to change from time to time. Failure to pay the cleaning charges in time would render the Licensee liable to pay **the late charges @ Rs. 50/- per month.**
10. Non-payment of License 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. The Institute shall further have the right to disconnect the electricity connection in case the charges /bills thereof, remain unpaid for three months.
11. The Licensee 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 Licensee 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 Licensee shall always use the premises in a prudent and careful manner as if it were his own.

**Assignment & Subletting:**

13. The Licensee 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 Licensee or his authorized competent representative(s). The Licensee shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the Licensee itself.
14. If at any time, it is detected that the cloth shop has been sublet or assigned to any other entity by the Licensee, the Institute would be at liberty to terminate the contract forthwith without giving any time to the Licensee 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.
15. The entire business of the Cloth shop shall be carried out in the name and at the behest of the Licensee.
16. The Licensee 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 Cloth shop shall not be carried out by any other person/ entity under any circumstances.
17. In normal course, the Licensee or his authorized competent person should be available in the cloth shop. However if for any reason, the Licensee is not in a position to be available in the Cloth 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 Licensee has violated an essential condition of the contract and the Licensee may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.



**Cloths' shop Timing, Prices, Facilities and Services etc.**

18. The Cloth shop shall operate **from 10:00 a.m. to 09:00 p.m.** Running the Cloth 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.
19. 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 which the shop will be kept closed, will have to be authorized by the Estate office.
20. All necessary furniture and other infrastructure shall be provided by the Licensee.
21. Facility of Payment by credit, debit and ATM cards, UPI should be made available.
22. Installation of 4 digit campus telephone (via Sanchar Vibhag of IITK) should be made by the Licensee adopting appropriate procedure within 10 days from the signing of contract. The charges for the installation and rental shall be borne by the Licensee. The Licensee should additionally have own mobile number(s) as well as its Cloth shop personnel for contact by the Institute Authorities.
23. The Licensee shall display its 4 digit campus telephone no. at one top end of the notice board displaying prices of the items.
24. 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.
25. Small set of services/items for sale along with the price list should be prominently displayed in legible font. All services in price list should be made available to the customer.
26. The Licensee shall have to provide proper and smooth services to the customers to their satisfaction.
27. Any loss to the Campus residents with regard to the services provided by the Licensee shall be the responsibility of Licensee. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
28. 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 services/items.
29. For the consumers who are not willing to pay in cash, the Licensee shall facilitate with a swipe payment machine and shall also provide in the Cloth shop the UPI based payment system. The Licensee 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).

**Liability of GST and Other Taxes**

30. The Licensee shall be absolutely liable for payment of GST to the respective department on items/services sold/provided in the Cloths' shop. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.

31. The Licensee shall further be liable to pay to the Institute GST at the rate applicable from time to time on the Licence fee payable by it. The GST shall be payable over and above the Licence Fee and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.
32. The Licensee 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 Licensee shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said Cloth shop or in other places of the campus.
34. The Licensee 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.

**Quality, hygiene & cleanliness:**

35. The Licensee shall maintain the quality and availability of services.
36. The Licensee shall maintain full conditions of safe and secure storage in the Cloth 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.
37. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
38. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done regularly every six months.
39. 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).

**Directives of CEMMC and Estate Office**

40. The Licensee 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 list of services/items including additions/omission or substitution.
  - b. The removal from the site of any material thereon by the Licensee 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 materials and equipment.
  - e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

**Deployment of Workmen**

41. The Licensee shall employ in running the Cloth shop only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.
42. Worker(s) in the Cloth shop shall be deployed after his/her deployment is cleared by the Estate Office and for this purpose, the Licensee shall provide the details of them in the given format.
43. The Licensee shall neither employ any child labour nor any worker who is below 18 years of age.
44. No female employee shall be allowed to work in the Cloth shop during night i.e. 8:00 pm to 6.00 am
45. All the workers shall invariably carry their ID Cards (to be provided by the Licensee at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
46. The workers in Cloths' shop will be required to wear neat and tidy outfits.
47. The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
48. The Licensee 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.
49. The Licensee 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 Licensee 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.
50. The Licensee 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. The Institute shall have no concern, whatsoever, in this regard.
51. The Licensee shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non responsible action on the part of its workers, whether deliberate or otherwise.

**Compliance of Statutory Obligations and Other Provisions**

52. It is understood that a number of enactments and laws would apply to the Licensee, which are supposed to be complied by the Licensee in letter and spirit and in particular to, employees compensation and Goods and Service Tax etc.
53. The Licensee 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.
54. The Licensee 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 Licensee's failure, as well as the Institute's license fee, electricity

charges and other dues etc. The Licensee 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 Licensee's security deposit.

55. 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 Licensee or for its illegal actions, the Institute would have the right to realize from the Licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
56. The Licensee 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.
57. The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

#### **Security Deposit**

58. The Licensee 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.
59. 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 Licensee 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.
60. In case of, in which under no clause(s) of this contract, the Licensee 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 Licensee by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the Licensee 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.
61. If the Licensee breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

#### **Complaint Mechanism**

62. The Licensee shall maintain a complaint book in the Cloth 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.
63. The complaints shall be resolved or dealt with by the Licensee on priority basis on issues that concern the Licensee and a compliance report thereon, shall be submitted to the Estate Office along with the production of complaint book.

64. The Licensee shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at behest of the CEMMC. Such penalty or fines shall be imposed through the Officer In-charge (Estate) according to the nature of the complaints. The first penalty in case of a serious/major complaint would be to the tune of Rs. 1000/-, Rs. 2000/-, the second time and Rs.5000/-, the third time.
65. However if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith by giving 30 days' notice.

**Termination of contract:**

66. The Licensee may terminate the contract by giving 30 days notice to the other party without assigning any reasons, whatsoever.
67. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
68. In case, the contract is terminated or it comes to an end by efflux of time, the Licensee 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.
69. 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 Licensee and the same shall not be subject to challenge. All the goods belonging to the Licensee 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 Licensee 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**

70. The original agreement shall remain with the Institute while a Cloth shop thereof may be had by the Licensee, if it so wishes.
71. 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 Licensee 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**

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

Signature of the Bidder

Full name of the Bidder \_\_\_\_\_

Address \_\_\_\_\_

Mobile No. \_\_\_\_\_

Seal

Recent  
photograph  
of  
bidder

TO BE FILLED BY THE BIDDER:

**APPLICATION FOR RUNNING CLOTHS' SHOP AT MAIN SHOPPING CENTRE, IIT KANPUR**

**Part I:**

Name of the Applicant -----  
(If an individual)/Firm

Father's Name -----

Address of self -----

Name of Firm -----

Address of Firm -----

Phone No./Mobile No. -----

Aadhar No. -----

Name and address of two responsible persons as guarantors:

Name -----

Name -----

Aadhar No. -----

Aadhar No. -----

Address -----

Address -----

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**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 said 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

**Part 2:**

Details to be filled by the bidder:

| <b>IN CASE THE BIDDER IS A FIRM</b>  |                     | <b>IN CASE THE BIDDER IS AN INDIVIDUAL</b>   |                     |
|--|---------------------|--|---------------------|
| Income Tax Registration Certificate/PAN No. _____  |                     | Income Tax Registration Certificate/PAN No. _____  |                     |
| Bank statement for the last one year of the registered firm enclosed: Yes/No   |                     | Bank statement for the last one year of the Individual's account: Yes/No   |                     |
| GST Registration Certificate/No. _____<br>Document Enclosed: Yes/No  |                     | GST registration of the last work. _____<br>Document Enclosed: Yes/No  |                     |
| Firm Registration No. _____<br>Document Enclosed: Yes/No   |                     | Not required   |                     |
| No of employees _____  |                     | No of employees _____  |                     |
| EPF registration No. _____<br>Document Enclosed: Yes/No  |                     | EPF registration No. _____<br>Document Enclosed: Yes/No  |                     |
| ESIC Registration No. _____<br>Document Enclosed: Yes/No   |                     | ESIC Registration No. _____<br>Document Enclosed: Yes/No   |                     |
| No of years of experience _____<br>Document Enclosed: Yes/No   |                     | No of years of experience _____<br>Document Enclosed: Yes/No   |                     |
| Whether worked/owned in Government/semi-government/autonomous body and/or reputed Institute/private shop/outlet:<br><br>Yes/No |                     | Whether worked/owned in Government/semi-government/autonomous body and/or reputed Institute/private shop/outlet<br><br>Yes/No. |                     |
| Name of the Government/semi-government/autonomous body/ Institute/shop/outlet where last worked/currently working/owned        |                     | Name of the Government/semi-government/autonomous body/Institute/shop/outlet where last worked/currently working/owned.        |                     |
| Name   | Years of experience | Name   | Years of experience |
| 1  |                     | 1  |                     |
| 2  |                     | 2  |                     |
| 3  |                     | 3  |                     |
| 4  |                     | 4  |                     |
| Other Statutory Registrations/Licenses, if any.  |                     | Not required   |                     |
| In case of person signing the bid on behalf of the Firm, enclose authority letter.: Yes/No                                     |                     | In case of person signing the bid on behalf of the Party, enclose authority letter: Yes/No                                     |                     |
| FDR/TDR/DD No. _____<br>Issuing Bank Name _____<br>Date of issue _____   |                     | FDR/TDR/DD No. _____<br>Issuing Bank Name _____<br>Date of issue _____   |                     |
| Aadhar No. of Firm: _____<br>Document enclosed: Yes/No.  |                     | Aadhar No. of Individual: _____<br>Document enclosed: Yes/No.  |                     |

Signature of the bidder

**FINANCIAL BID**

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

**Cloths' shop at Main Shopping Centre**

- a) The undersigned, hereby, offers to pay a License fee at the rate of Rs./-\_\_\_\_\_ per square meter for the premises in question, as detailed in the bid document.
- b) I further agree that the Licensor (Indian Institute of Technology Kanpur) shall be entitled to round off the License fee to be computed according to the total area of the premises to the next upper multiple of hundred rupees.
- c) I also agree that the Licensor shall be entitled to an enhancement @ 10% in the total License fee (as computed in 'b' above) duly rounded off as aforesaid, every year.

Signature of the Bidder.....

Date:.....