

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**  
**ESTATE OFFICE (Phone: (0512) 259-7327)**  
**ROOM NO. 101-D (FACULTY BUILDING)**

*This document may be downloaded, filled and submitted by email (for details  
consult elsewhere in this document- notice section)*

**TENDER FORM**

**FOR**

**RUNNING ICE CREAM PARLOR**

**AT**

**SHOP No. B-15, MAIN SHOPPING CENTRE, IIT**

**KANPUR**

**ISSUED TO:**

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

**Issued By:**

**ESTATE OFFICE, I.I.T. KANPUR**

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# ***TENDER NOTICE No.33/2016-17***

## **INDIAN INSTITUTE OF TECHNOLOGY KANPUR**

**ESTATE OFFICE (Phone: (0512) 259-7327), ROOM NO. 101-D (FACULTY BUILDING)**

NO. EO/CEMMC/ IITK/2016-17/

Dated: 08 March 2017

### **Sub.: Application for running Ice Cream Parlor at Shop No. B-15, Main Shopping Centre, IIT KANPUR**

- 1) 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.
- 2) The Institute has shop premises at **Shop No. B-15, Main Shopping Centre** and is willing to allot these shop premises to the willing Party who has dealership of a reputed Ice Cream brand with outlets/multiple outlets in city). on license to cater to the campus community.
- 3) Sealed envelopes containing tender form (hereinafter referred to as the tender) accordingly, are hereby invited on behalf of Indian institute of Technology Kanpur from the dealers of such banners/brands who are willing and desirous of running an outlet in the aforementioned location on campus and which possess adequate experience, exposure and competence in running such an outlet.
- 4) The tender document containing the details can
  - I.be obtained from the Estate Office on all working days from **09 March 2017 to 22 March 2017** between 10:00 am to 02:30 p.m. *or*
  - II.be downloaded from Estate office website <http://www.iitk.ac.in/estateoffice/Tender.htm>.
- 5) The prescribed application form duly filled by the applicant should either be:
  - (i) **deposited to the Estate Office on 22 March 2017 up to 1500 hrs OR**
  - (ii) submitted via email\* and hard copy to be brought at the time of interview/presentation.
- 6) **The tenders will be opened on the same date (of submission), i.e., 22 March 2017 at 1530 hrs in Room No. 101-A, Faculty Building.** 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), interview and finalization of the offer on the same day.

The Institute reserves the right to accept / reject any application without assigning any reason. Shop also refers to/includes premises allotted (where applicable).

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Assistant Registrar/Officer In-charge, Estate

Copy to: 1. Director, 2. Deputy Director, 3. Prof. In-charge, Admin, 4. Chairman, CEMMC, 5. SE, IWD, 6. All Notice Boards  
7. Institute website.

\* Vendor to send email to [cemmc@iitk.ac.in](mailto:cemmc@iitk.ac.in) after submitting tender (either hard of soft copy).

■ Soft copy submission can also be made as follows: The soft copy submission will be password protected and password will be brought along at the time of the interview (vendor should also bring the original hardcopy along for the interview).

■ Summary for online submission: download tender document file → print → fill (with necessary documents and attachments) → scan and save as .pdf → email to CEMMC (before the deadline for submission stipulated) → bring password and original hard copy to interview.

*Microsoft Word Soft copy of this document can be provided on written request on company/firm letterhead to the estate office at least five working days before the opening date of the tender. This soft copy, which will be provided via email only (i.e. email address should be given*

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*in the request letter,) can be used to translate into Hindi or any other language using a standard translator available online or any other source (EO does not take the responsibility of the appropriateness of such translations).*

## **Guidelines/Instructions for Tender**

### **1.1.1. Quality, Service, Prices and Maintenance requirements**

The following terms and conditions should be applied keeping in view the kind of service/shop (all terms may not be applicable to each type of service/shop).

- 1) Timing of establishment should be open from 10am to 09 pm. Sunday cannot be non-working day. One day of the week the shop may be closed. 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.
- 2) If establishment sells items there shall be no compromise in quality of items.
- 3) Furniture in the establishment should be kept in good condition and should be customer friendly. All interior decor (including requisite furniture) should be made provided by the party/vendor/licensee.
- 4) The premises should be kept well ventilated and well lit.
- 5) Premises (in and around establishment) should be kept clean. No display/encroachment allowed outside the premises.
- 6) Employees/proprietors reporting to duty should: (i) not be drunk or intoxicated, (ii) well mannered, (iii) should have no criminal record, (iv) clean and hygienic.
- 7) Employees should not use the premises as residence. Use of space beyond official timings approved should be only for special purposes (like receiving of goods, disinfestations, inventory, etc.).
- 8) Permission should be sought regarding any change of employees. All employees must institute issued ID card and should produce them to security/estate office personnel when asked.
- 9) Garbage and waste disposal should be done as per the institute norms.
- 10) Pest/rodent control should be done regularly.
- 11) Proper receipts for amounts paid should be made available immediately (in case of taxis and special cases within 7 days).
- 12) Facility of Payment by credit, debit and ATM cards should be made available (paytm is optional but preferred).
- 13) Online/email order/booking facility should be made available (where applicable; e.g. taxis, travel services, etc.). Telephone order/booking should also be made available.
- 14) Installation for 4 digit campus telephone (via sanchar vibag of IITK) should be made by Vendor (by appropriate procedure) within 10 days from the signing of contract. The charges for the installation and rental shall be borne by the vendor. The vendor should additionally have mobile numbers for contact with shop personnel.
- 15) Website of the shop should have all relevant details like timings, holidays, services/products with price list and discounts, employees in the shop/service, etc.
- 16) 'Home delivery' (hostel, office) should be available in cases where applicable (grocery items, milk, vegetables/fruits, food items).
- 17) Old/stale/expired items (i.e. beyond expiry date) should not be kept in the shop.

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- 18) Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type) 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 be available for emergencies.
- 19) Prices fixed in the tender agreement (Annexure-1) should not be changed without permission of Estate Office.
- 20) The person to whom the establishment is tendered/contract signed should be managing the same and should not sub-lease or sub-let the same. The person should not leave the establishment in the care of others and should be available to attend to customers and services.
- 21) In shops with small set of services/items for sale the price list should be prominently displayed in large font. Else printed price menu should be available. All items in price list should be made available to the customer. If out of stock then they should be procured (within reasonable time) and delivered to the IITK community member.
- 22) Competent staff shall be employed (who are trained to carry out a certain task). The Estate office reserves the right to direct the establishment to replace any staff member based on behaviour or performance.
- 23) Complaint/suggestions books have to be maintained and should be available to all customers. The book should not be changed during the contract period.
- 24) The Licensee shall have to maintain the quality of the goods and the prices.
- 25) No shop should be closed/have reduced service on regular working days, without proper justification (such special days should be limited to a few days in a year).
- 26) Usage of plastic bags is highly discouraged. Cloth bags should be made available for users (at nominal charges). Use of Paper bags/plates/cups/etc. is encouraged. National laws should be kept in view in this regard. Use of plastic disposable utensils/plates/etc. is highly discouraged. Serving of tea/coffee/etc. in plastic bags is not allowed.
- 27) List of services provided should be attached.
- 28) Reputed brands with international &/ multi-city presence will be preferred. The applicant must have adequate experience in running the outlets under any of the said banners at places of prominence in India with good and consistent track record of running such outlets without any blemish or dispute.
- 29) The applicant must submit along with the tender application sufficient proof of its experience, ability of running such ventures, proofs regarding fulfillment of eligibility norms.
- 30) Though the shop number is mentioned in the document, this may be changed at a later date and the licensee may be asked to shift to new location and the licensee should comply with the same within 15 days of the order. Request may be placed before EO for the extension of this period.
- 31) Prices quoted/listed should be inclusive of all taxes and surcharges (i.e. this is the final price including discounts that the customer has to pay to avail the service/product). If this is not so, the tendering committee may consider the tender filled by the vendor as null and void (cancelled). The price list without discounts has to be additionally supplied.

### **1.1.2. Official requirements**

- 1) Area of the establishment is 8.88 Sq.mt.
- 2) Licence Fee of the Establishment is Rs. 790/- p.m.

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- 3) Security Deposit of the Establishment is Rs. 20,000/-.
- 4) Service tax will be payable at the rate of actuals.
- 5) Cleaning Charges 250/-.
- 6) The Earnest Money Deposit of Rs. 2000/- in form of the Demand Draft payable in favor of "The Registrar, IIT Kanpur" should be submitted along with tender form. However, if aforesaid EMD is not deposited, the tender form shall be summarily rejected.
- 7) The licence fee will automatically increased by 10% of the past year.
- 8) The duration of Contract will be one year initially, first three months being on probation. On the satisfactory completion of the probation period the contract will be extended for remaining period of nine months. The contract will be extendable annually, to a period of three years.
- 9) The location of the shop may be shifted (with appropriate change in charges) by EO after the signing of the contract.
- 10) Details of all staff employed according to the format provided should be submitted.
- 11) National labor law like ESI, EPF should be followed.
- 12) Licensee should have **PAN Number**.
- 13) The licensee should have TIN/VAT number from Commercial tax department as per Government of India norms.(if applicable).
- 14) The licensee shall be required to enter into an agreement with the Institute. The cost of the stamps paper required for the agreement will be borne by the licensee.
- 15) The licensee shall have to execute an agreement with the institute on a non-judicial stamp paper of **Rs. 100/-** (Rupees One Hundred) and within one week from the date of award, failing which the institute shall be at liberty to forfeit the security money and proceed to appoint another licensee as it may deem fit.
- 16) The Institute will provide only the shop space with electric connection. Other aspect/items for providing service like interior decor, furniture, etc. have to be arranged by the licensee.
- 17) The Licensee shall have to make his own arrangements for safe storage of materials and accommodation for his staff etc. No employee of the Licensee or the Licensee himself shall be allowed to reside in the shop premises.
- 18) The Licensee shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Licensee. He shall be responsible for the acts, defaults and neglects of servants, or workman as fully as if they were the acts or defaults of the Licensee. In case of any defaults or negligence under such contract the management committee may suggest to the Estate Officer to impose fine or penalty against the Licensee on the recommendation of the Chairman, CEMMC. The contract shall be deemed cancelled after issuing the three consecutive warning and the contractor shall have to vacate the shop within seven days' time.
- 19) The Licensee should use the premises ONLY for which it has been allotted by the institute. The use of the premises for other purposes will lead to the suspension of the contract.
- 20) The license has to pay the approved license fee which may increase as per institute policy.
- 21) The Licensee has to deposit license fee regularly by 7<sup>th</sup> of each month to the Estate Office and the electric tariff as per prevailing commercial rates of institute, on the basis of actual consumption through the meter installed in the shop, and the electric bill raised thereof to the Estate Office. If

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the license fees and the electric bill are not deposited within the specified period an administrative charges **Rs. 100/- per month (cumulative)** of delay shall be imposed as per rules.

- 22) If the licensee does not pay the license fee or other dues within the time limit, as stated in the license or otherwise prescribed from time to time or commits a breach of any of the terms herein contained or conducts himself in a manner which, in the opinion of the Licensor is prejudicial to the maintenance of peace and harmonious relations with the persons residing at or visiting the IIT Kanpur Campus or carrying on the business with this Institute, this license shall be liable to be revoked at the pleasure of the Licensor without any notice whatsoever.
- 23) **Eviction:** All disputes/difference arising between the parties to this agreement in the matter of meaning and intent of these articles of agreement and conditions either giving rise to any claim settlement or not concerning the works shall be referred to a sole arbitrator by mutual agreement. i.e. the Director of the Institute. The submissions shall be deemed to be submission to arbitration under meaning of Arbitration Act. 1940.
- 24) The Institute reserves the right to accept or reject any one or all the applications without assigning any reason thereof.
- 25) The contract may be terminated by either side by giving a notice of 30 days. During probation period a notice of only 07 days is required to be given by either side for termination of empanelment/contract.
- 26) The Licensee will be required to submit a security deposit (**As prescribed**) drawn in favor of the "Registrar, IIT Kanpur" in the form of FDR/TDR. The security deposited will remain with the institute for the period of empanelment and will be refunded on successful completion of the contract. The security deposit of the successful applicant will be liable to be forfeited as liquidated damages in the event of evasion, refusal or termination of agency on genuine complaints.
- 27) The prescribed application form duly filled by the applicant should be deposited to the Estate Office on **22 March 2017 up to 1500 hrs.** No application will be received after the stipulated date and time in Estate Office. Vendor to send email to [cemmc@iitk.ac.in](mailto:cemmc@iitk.ac.in) after submitting tender (either hard of soft copy).
  - Soft copy submission can also be made as follows: The soft copy submission will be password protected and password will be brought along at the time of the interview (vendor should also bring the original hardcopy along for the interview).
  - Summary for online submission: download tender document file→print→fill (with necessary documents and attachments) →scan and save as .pdf → email to CEMMC (before the deadline for submission stipulated)→ bring password and original hard copy to interview.
- 28) The tenders will be **opened on the same date (of submission), i.e.,22 March 2017 at 1530 hrs** in Room No. 101-A, Faculty Building, IIT Kanpur. 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), interview and finalization of the offer on the same day. No separate communication in this regard will be issued. Application of the tenderer may not be considered for contract, if he remains absent at the time of interview. Decision to award tender/EOI/empanelment shall be taken by the committee. No correspondence in this regard shall be entertained.
- 29) The Licensee shall have to provide the proper smooth services to the customer as per their satisfaction.

- 30) The Licensee shall have to comply with the rules and regulations of the institute (with any modifications issued from time to time).
- 31) Any loss to the Campus residents with regard to the services provided by the licensee shall be the responsibility of licensee. Institute shall be indemnified and shall not be a part of any legal proceeding thereto.
- 32) The licensee shall follow all the rules and regulations as laid down by the Municipal Authorities/State Government/Central Government as per Jurisdiction.
- 33) Licensee shall pay Minimum wages as per provisions of the Minimum Wages Act, 1948 and other benefits as per laws applicable to its establishment to its employees. Institute shall not be responsible therein.
- 34) The Licensee shall not utilize or permit to be utilized the said shop/premises allotted for a purpose other than the one for which it has been given, except with the prior written permission of the licensor.
- 35) All the items prescribed as per the tender agreement should be made available at all times. Permission for any alteration should be obtained from estate office.
- 36) The zone of operation shall be restricted to IITK campus.
- 37) The licensee shall have not right, title or interest in the said premises or the land around it at any time, except that of using the same as a Licensee for the purpose herein contained.
- 38) The Licensee 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.
- 39) The licensee shall not make any addition or alteration to the building of the said shop/premises or temper 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.
- 40) The Licensee shall not transfer or assign any of the rights arising to him out of the agreement to any other person without the written permission of the licensor.
- 41) The Licensee shall not be entitled to avail himself or claim any further amenities than available to him at the said shop/premises under this license at the time of execution of the agreement.
- 42) 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 the written permission of the Licensor. The Licensee shall always use the shop in a prudent and careful manner as it were of his own.
- 43) That notwithstanding the provisions of the agreement, either parties to the agreement shall have a right to terminate the license by giving one calendar months prior notice in writing to the either side without assigning any reason.
- 44) On revocation and determination of the license hereby granted, as herein provided, the Licensee shall vacate and deliver vacant possession of the premises/shop used by him, in the same condition as they are now, except for normal and reasonable wear and tear.
- 45) In the event of any dispute in regards to the terms of contract agreement or interpretation thereof the decision of the Director thereon shall be, in all respects binding and final on the parties and shall not be open to question in any court.

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- 46) That the total area of shopping space allowed is to be solely at the discretion of the Director, Indian Institute of Technology, Kanpur. The licensor reserves the right to increase or decrease the space so allowed to be used for any shop without assigning any reason thereof.
- 47) On the revocation of the license for any of the reasons mentioned herein, the licensor shall have a right to re-enter and assume exclusive and absolute possession of the said shop at once and deal with it in such manner as it may deem fit and may even sell or put to auction the goods left on the premises or forfeited therefrom. The licensor shall be entitled to appropriate, out of the process of such sale, the money due to the Licensor from the Licensee on any account whatsoever.
- 48) The licensor shall be represented by the Director and /or such person or persons, officer or officers, as may be decided or authorized by its Director from time to time.
- 49) Original license agreement will remain with the licensor and the duplicate copy thereof, signed and witnessed by parties hereto will remain with the licensee.
- 50) It is hereby made clear that in the event of revocation of license for any reason whatsoever, including the death of the licensee the heirs/representatives of the licensee shall have no locus standi to continue in occupation of the licensed premises and they are liable to vacate/be evicted forthwith.
- 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) On expiry of the tenure of license or on termination of tenure of license, the licensee is required to surrender the shop/premises within 7 days from such termination, in so far as possible, in the same condition in which it was, when possession was taken by the licensee.
- 53) The premises/shop allotted will be covered under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, by virtue of Section 2(e)(2)(iv) of the act.
- 54) In case of non-delivery of possession and failure to pay the penal damages within the period prescribed by the institute, proceedings shall be initiated against the unauthorized occupant for eviction and recovery of damages etc under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 before the Estate Officer.
- 55) The Institute has its own allotment rules duly amended from time to time which has been framed under section 13 of the Institute of Technology Act, 1961 read with Statute 18 framed there under. The terms and conditions contained in the said Rules shall also form part and parcel of the Instrument of License. It is made clear that in case of any inconsistency between the present instrument of License and the Allotment of Premises Rules, the conditions of the present Instrument of License shall prevail.
- 56) In a case 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.

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- 57) Any fines imposed should be paid according to the Estate office rules and non-compliance to this will entail cancellation of the license.
- 58) On award of contract the party/contractor/vendor should give acceptance (by signing an agreement) within 7 days of receipt of award of contract. Any extension of the abovementioned period should be applied for and IITK reserves the right to make a decision on this matter.

**Specific terms and conditions related to the shop**

- All types, quantities and flavors of Amul ice cream (bricks, cones, sticks, etc.). All other products of Amul (like paneer, pizza, yogurt/curd, flavored milk, milk, ice-cream shakes, etc.).
- Install machine to sell ice-cream shakes.
- Installation of chairs and canopies near the shop in area demarcated by estate office.

To be filled in by the applicant.

- I agree to give \_\_\_\_\_ % discount as compared to the rates my other outlets/shops/establishment.
- If this is the first outlets/shops/establishment of the vender the following should be filled:  
I agree to give \_\_\_\_\_ % discount as compared to the market rates of similar outlets/shops/establishment.
- Minimum 15% discount should be given on all services/products/sales.

All the above mentioned terms & conditions are accepted by me.

Signatures of the Tenderer/party:		<i>(Affix recent photo here)</i>
Name of the Tenderer/party:		
Full Address:		
Pin Code No.		
Mobile No.		
Other landline or mobile no.		
Email ID		

The tenderer must attach his permanent residential proof, failing which the tender may be rejected.

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**INDIAN INSTITUTE OF TECHNOLOGY KANPUR**  
**ESTATE OFFICE (Phone: (0512) 259 7166), ROOM NO. 101-D (FACULTY BUILDING)**

**APPLICATION FOR RUNNING ICE CREAM PARLOR AT SHOP NO. B-15 IN MAIN  
SHOPPING CENTRE, IIT KANPUR**

1.	Name of the applicant (in CAPITAL LETTERS)		
2.	Father's Name		
3.	Complete Address with contact nos. and email ID		
4.	Date of Birth		
5.	Qualification		
6.	PAN No.		
7.	Security Deposit (To be deposited by the tenderer)	Amount	
		FDR No.	
		Date	
		Bank/Branch	
8.	Experience (If any in years)		

- That I shall bear all the expenses if there is any damage to the said premises.
- That I shall ensure the vacation of the shop whenever a notice is served.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signatures and  
Name & Complete address of the  
Applicant with contact numbers and email ID

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## OTHER TERMS AND CONDITIONS OF THE SHOP

- The vendor/party should be registered with EPF and ESI authorities.
- Details of all staff employed according to the format provided should be submitted.

The following information shall be displayed on the sign board of each CE (painted):

- Name of CE
- Authorized Person (proprietor)
- Telephone Number
- E-mail Id
- Mobile Number
- Opening & closing time and weekly off day (if any).

This sign board should be made by the institute/EO selected vendors for all the shops only. All the relevant information should be displayed in the prescribed format on the main board (to be displayed in the prescribed location by EO). The vendor may place additional boards (in other locations) with permission of the EO.

The establishment shall display in a prominent place:

- Names of Employees with photos and contact number.
- Complaint/suggestions books have to be maintained and should be available to all customers

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Assistant Registrar  
Officer In-charge, Estate

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