

**INDIAN INSTITUTE OF TECHNOLOGY
(INDIAN SCHOOL OF MINES) DHANBAD**

Development of Kitchen Mess at 1000 Rooms (2000 Seated)
Boys' hostel, Amber hostel and Jasper hostel for IIT (ISM)
Dhanbad on Turnkey Basis

Request for Proposal



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SECTION 1 INTRODUCTION

- (1) Indian Institute of Technology (ISM) Dhanbad hereinafter called “the Institute/IIT (ISM) Dhanbad” which term shall include its duly authorized representatives and assigns”, wishes to get the Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys’ hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad, hereinafter called “the Site”.
- (2) The agency responsible for the Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys’ hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad, hereinafter called “The Kitchen Designer cum Vendor”.
- (3) As a part of the process of selection of Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys’ hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis are hereby invited from reputed organizations or consortia of not more than two organizations that possess proven professional capabilities in Development of Kitchen Mess including Design, manufacturing, supply and installation for different type of establishments, and are eligible as per the primary eligibility criteria contained in this document. Such organization or consortium is hereinafter referred to as “Applicant”. (Please refer *Annexure 1* for the Primary Eligibility Criteria).
- (4) Applicants may be reputed and experienced Firms or a Consortium of two firms with one of the Firm as their lead member.
- (5) Firms may associate with each other to form a consortium to complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The consortium may take the form of a joint venture or of a sub consultancy. In case of a joint venture, all members of the joint venture shall sign the contract and shall be jointly and severally liable for the entire assignment.
- (6) Consortia will be considered eligible only if the same are formed by a legal document with clear indication of the duties and responsibilities of each partner in the implementation of this assignment and work. Notarized copy of such document along with the power of attorney instrument for the authorized signatory of the consortium are to be submitted along with technical bid without which the bid proposal will be summarily rejected. Please also refer *Annexure 7* for the format of the Letter of Consortium to be submitted along with the aforementioned legal documents.

- (7) The RFP document can be downloaded from the institute's website (www.iitism.ac.in). The document can also be sought from the address below during office hours on all working days from 29 March 2022 till 21 April 2022:

The Director

Indian Institute of Technology (ISM) Dhanbad

Main Campus

Dhanbad 826 004

(Jharkhand)

- (8) This Request for Proposal (RFP) is addressed to only those applicants that may be eligible as per the Primary Eligibility Criteria contained in this document. The purpose of this RFP document is to provide information to the eligible applicants for preparation of their proposals for the selection process.
- (9) Information contained in this RFP document reflects various assumptions and assessment based on current understanding of the Institute. Each applicant may require to augment this information with their own experience to develop and submit technical and financial proposals.
- (10) Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the Institute's structure, Project needs, Site conditions, local environment, functional and statutory requirements for development of the various components of such Development of Kitchen Mess and accordingly make proposals.
- (11) Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner as specified in this document.
- (12) Applicants are required to submit a non-refundable processing fee of Rs. 10,000 (Rs. Ten Thousand only) in the form of demand draft drawn in favor of "Indian Institute of Technology (ISM) Dhanbad" payable at IIT (ISM) Dhanbad
- (13) Applications submitted without the requisite processing fees may be summarily rejected.
- (14) In case of consortium, the Institute shall deal with only the lead member of the consortium for all purposes.
- (15) The Institute reserves the right to award any part of the project to one or more design firms or consortium as selected or to any other firm or consortium as per sole discretion of the Institute.

- (16) The Institute reserves the right to cancel this RFP at any stage without any liability or any obligation, and without assigning any reason.
- (17) The progress of the work will be monitored by a committee on monthly basis. If the quality or progress of work is not found satisfactory, then the contract would be terminated without notice at the sole discretion of the Institute.

SECTION 2 THE INSTITUTE

The Indian National Congress at its XVII Session of December 1901 passed a resolution stating that “in view of the fact that the tendency of recent legislation namely, The Indian Mines Act VII of 1901, is that all Indian mines must be kept under the supervision of mining experts, the Congress is of opinion that a Government College of Mining Engineering be established in some suitable place in India on the models of the Royal School of Mines in England, Mining Colleges of Japan and at other places in the continent”. The McPherson Committee formed by Govt. of India, recommended the establishment of an institution for imparting education in the fields of Mining and Geology, whose report, submitted in 1920, formed the main basis for establishment of the Indian School of Mines, Dhanbad.

The Indian School of Mines was formally opened on 9th December 1926, by Lord Irwin, the then Viceroy of India to address the need for trained manpower related to mining activities in the country with disciplines of Mining and Applied Geology. In 1967 it was granted the status of a deemed to be university under Section 3 of UGC Act, 1956. Since its establishment, IIT(ISM) has undergone considerable expansion of its activities, and presently it can be considered as a total technology education institute. Indian School of Mines (ISM) was awarded the tag of an Indian Institute of Technology (IIT) on 06 September 2016.

SECTION 3

PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Brief

IIT (ISM) Dhanbad is intending to establish state of the art kitchen in 1000 Rooms (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel. The kitchens shall be established independently in these three hostels. Approximately, 6600 students (3000 students in 1000 Room Boys' hostel + 2000 students in Jasper hostel + 1600 students in Amber hostel) shall be catered through these kitchen mess. The basic structure and space for establishing such kitchen mess already exists and ready for installation.

3.2 Deliverables

The Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad shall:

- (1) Architectural plan;
- (2) Kitchen equipment layout plan;
- (3) Service plan;
- (4) Kitchen functional plan;
- (5) Design Basis Report for MEP services;
- (6) Design of equipment;
- (7) Design of MEP services;
- (8) Solid Waste Management plan;
- (9) LPG pipeline plan and design;
- (10) Equipment and MEP inventories sample verification;
- (11) Equipment and MEP inventories manufacturing;
- (12) Installation of Equipment and MEP inventories;
- (13) Testing and Commissioning of Equipment and MEP inventories.

3.3 Scope of Work

<i>Stages</i>	<i>Activities</i>	<i>Deliverables</i>	<i>Milestone (Weeks from start of work)</i>
Stage 1	Research and Audit (1) Kick off meeting (2) Site visit (3) Data collection and inputs from client (4) Submitting primary plan and design: (a) Kitchen functional	(1) Feasibility and Site Visit Report (2) Primary plan and design documents (pdf and MSWords) and drawings (pdf and AutoCad): (a) Kitchen functional	01

	<ul style="list-style-type: none"> plan (b) Kitchen equipment layout plan (c) MEP plan; (d) Solid Waste Management plan; (e) Waste Management plan; (f) LPG pipeline plan; <p>(5) Presentation and meeting with client</p>	<ul style="list-style-type: none"> plan (b) Kitchen equipment layout plan (c) MEP plan; (d) Solid Waste Management plan; (e) Waste Management plan; (f) LPG pipeline plan; <p>(3) Presentation document</p>	
Stage 2	<p>Preliminary plan and design</p> <p>(1) Design Basis Report for Approval of:</p> <ul style="list-style-type: none"> (a) Equipment (b) MEP (c) LPG pipeline (d) Solid Waste (e) Waste <p>(2) Design drawings and documents for Approval of:</p> <ul style="list-style-type: none"> (a) Equipment (b) MEP; (c) LPG (d) Solid Waste; (e) Waste; 	<p>(1) Design Basis Report towards:</p> <ul style="list-style-type: none"> (a) Equipment (b) MEP (c) LPG pipeline (d) Solid Waste (e) Waste <p>(2) Design drawings and documents towards:</p> <ul style="list-style-type: none"> (a) Equipment (b) MEP; (c) LPG (d) Solid Waste; (e) Waste; 	01
Stage 3	<p>Design and Approval</p> <p>(1) Submitting specifications of (for Approval);</p> <ul style="list-style-type: none"> (a) Equipment (b) MEP items (c) LPG pipeline inventories <p>(2) Submitting drawings of (for Approval):</p> <ul style="list-style-type: none"> (a) Equipment (b) MEP (c) LPG (d) Solid Waste (e) Waste 	<p>(1) Submitting specifications of;</p> <ul style="list-style-type: none"> (a) Equipment (b) MEP items (c) LPG pipeline inventories <p>(2) Submitting drawings of:</p> <ul style="list-style-type: none"> (a) Equipment (b) MEP (c) LPG (d) Solid Waste (e) Waste 	02
Stage 4	Manufacturing and		5

	Inspection (1) Submitting shop drawings (2) Submitting GFC/GTP drawings (3) Sample selection (4) Manufacturing (5) Material Inspection	(1) Shop drawings (2) GFC/GTP drawings (3) Sample (4) Equipment and materials	
Stage 5	Execution and Commissioning (1) Equipment and Material delivery at site (2) Installation (3) Testing and Commissioning (4) Handing Over (5) Training to Institute personals (6) Submitting: (a) Standard Operating Manual (b) Standard Maintenance Manual (c) Guarantee (d) Warranty Certificate (Minimum one year on each Equipment) (e) As built drawings (f) List of Spares	(1) Equipment and materials (2) Training manual (3) Submitting: (a) Standard Operating Manual (b) Standard Maintenance Manual (c) Guarantee (d) Warranty Certificate (Minimum one year on each Equipment) (e) As built drawings (f) List of Spares	3

Note

Equipment shall broadly cover, but not limited to:

- (1) Kitchen Equipment
- (2) Electrical Equipment and accessories
- (3) Cold Storage and deep freezing equipment
- (4) Equipment for Ventilation system, Scrubbers and Air Washer system.
- (5) Equipment for Cooking-water supply system
- (6) Equipment for Wastage Disposal system

SECTION 4

EQUIPMENT: LIST AND DETAILS

4.1 Preparation Area

<i>S. No.</i>	<i>Name of equipment</i>
1	Preparation Table with 1 u/s
2	Wall shelf
3	Single Burner Stock Pot
4	Side Table
5	Exhaust hood
6	Boiler (Tilting)
7	Brazing Pan (Tilting)
8	Exhaust hood
9	Masala Trolley
10	Chapatti Plate cum puffer
11	Chapatti Rolling Table (Manual)
12	Chapatti collection Trolley
13	Chapatti Making machine
14	Work Table with sink
15	Side table
16	Dough Kneader
17	Garbage Cart
19	Tilting Bulk Cooker-Pulav/veg Biryani
20	Hot plate LPG Operated
21	Chapatti Hot plate with Puffer
22	Rice Cooker Cum IDLY Cookers
23	Steam pressure Dal and vegetable cooker
24	SS stand for Chopping blocks with boards
25	Potato Peeler
26	SS Double Bowl Sink unit R.H.S
27	SS drain with in-built in between Grease Trap and Jali

4.2 Special Diet

<i>S. No.</i>	<i>Name of equipment</i>
1	Work table with sink
2	Coffee/Tea Machine Dispenser
3	Preparation Table with 1u/s
4	Micro oven
5	Conveyor Toaster
6	Sandwich Griller

7	Egg boiler
8	Milk boiler
9	Water Boiler
10	4 Burner Gas Range with Oven Below
11	Exhaust hood
12	Juicer
13	Hand wash Unit
14	Garbage Cart
15	SS drain with in-built in between Grease Trap and Jali

4.3 Pot-wash

<i>S. No.</i>	<i>Name of equipment</i>
1	Pot Rack-4-shelves
2	Pot Rack
3	Two Sink Pot wash
4	Pot wash Sink
5	Hot water Geyser
6	SS drain with in-built in between Grease Trap and Jali

4.4 Dish Wash

<i>S. No.</i>	<i>Name of equipment</i>
1	Dish Washer
2	Pre-rinse Jet spray
3	Soiled Dish Landing Table with glass Rack with Garbage chute
4	Clean Dish Table
5	Wiping Table
6	Hot water Geyser
7	Bussing Trolley
8	Dish Storage Rack
9	Wall Shelf
10	Clean Dish Rack
11	Dish Wash Basket Trolley
12	Garbage Cart
13	SS drain with in-built in between Grease Trap and Jali

4.5 Set-Up Area

<i>S. No.</i>	<i>Name of equipment</i>
1	Work table with sink
2	SS Rack on Castors
3	Hot Bain Marie on Castors
4	Hot Food Service Trolley

5	Platform Trolley
6	Garbage Cart
7	SS drain with in-built in between Grease Trap and Jali

4.6 Store

S. No.	Name of equipment
1	Dunnage Rack
2	Weighing Scale Electronic-Digital
3	Storage Rack with 5 tiers for Vegetable store
4	Two door Refrigerator
5	Softer plant for food preparation
6	Onion/ Potato Bin
7	Cereal/Atta/Maida Bin
8	Cold Room
9	Storage Rack 5 tiers
10	Storage Rack 4tiers

Note

- (1) The List is tentative.
- (2) The final list to be recommended/approved in the Kick off meeting.
- (3) All equipment shall be IS certified
- (4) The Kitchen Designer cum Vendor shall provide minimum 05 (Five) years warranty for all equipment, machinery, materials, etc
- (5) Stainless Steel material used in equipment and drain shall be of minimum SS 316 grade
- (6) Stainless Steel material used in tables, stool and racks shall be of minimum SS 304 grade
- (7) Design of Hood, Hood Capture shall be of ISHRAE Standard.
- (8) All equipment shall be of ANSI 2 Standard.
- (9) Hood capture shall be of ISHRAE Standard.
- (10) Softer Plant shall be there for water required for food preparation.
- (11) All equipment drains should have individual Oil Grease Trap and Jali
- (12) Ventilation, Scrubber and Air-Washer system should there in Kitchen Area.
- (13) Ventilation, Scrubber and Air-Washer system shall be of ISHRAE Standard.
- (14) Fire extinguisher and lighting system to be adopted in Duct and Hood.
- (15) U Traps to be avoided in LPG gas pipeline.
- (16) NBC/IS 6044-1 Standard to be followed for LPG gas pipeline.

SECTION 5 SCHEDULE OF FEES

5.1 The total fees payable (Phase wise) to the Kitchen Designer cum Vendor in accordance with the scope of project and stages is given below:

S. No.	Stage	Description	Cumulative Payment Schedule
1	Stage 0	Advance (On submission of Bank Guarantee)	10% of Award Value
2	Stage 1	Research & Audit	20% of Award Value - (Stage 0)
3	Stage 2	Preliminary plan & design	25% of Award Value - (Stage 0 + Stage 1)
4	Stage 3	Design & Approval	30% of Award Value - (Stage 0 + Stage 1 + Stage 2)
5	Stage 4	Manufacturing & Inspection	40% of Award Value - (Stage 1 + Stage 1 + Stage 2 + Stage 3)
6	Stage 5	Delivery of Kitchen Equipment's on Site for Installation	75% of Award Value - (Stage 0 + Stage 1 + Stage 2 + Stage 3 + Stage 4) <i>(On Pro-rata basis based on Student population)</i>
7	Stage 6	Execution & Commissioning.	90% of Award Value - (Stage 0 + Stage 1 + Stage 2 + Stage 3 + Stage 4 + Stage 5)
8	Stage 7	Defect Liability Period: 1st Year	92 of Award Value - (Stage 0 + Stage 1 + Stage 2 + Stage 3 + Stage 4 + Stage 5 + Stage 6)
9	Stage 8	Defect Liability Period: 2nd Year	93 of Award Value - (Stage 0 + Stage 1 + Stage 2 + Stage 3 + Stage 4 + Stage 5 + Stage 6 + Stage 7)
10	Stage 9	Defect Liability Period: 3rd Year	94 of Award Value - (Stage 0 + Stage 1 + Stage 2 + Stage 3 + Stage 4 + Stage 5 + Stage 6 + Stage 7 + Stage 8)
11	Stage 10	AMC after Defect Liability Period of 03 (Three) Years: 1st Year	96 of Award Value - (Stage 0 + Stage 1 + Stage 2 + Stage 3 + Stage 4 + Stage 5 + Stage 6 + Stage 7 + Stage 8 + Stage 9)
12	Stage 11	AMC after Defect Liability Period of 03 (Three) Years:	98 of Award Value - (Stage 0 + Stage 1 + Stage 2 + Stage 3 +

		2nd Year	Stage 4 + Stage 5 + Stage 6 + Stage 7 + Stage 8 + Stage 9 + Stage 10)
12	Stage 12	AMC after Defect Liability Period of 03 (Three) Years: 3rd Year	100 of Award Value - (Stage 0 + Stage 1 + Stage 2 + Stage 3 + Stage 4 + Stage 5 + Stage 6 + Stage 7 + Stage 8 + Stage 9 + Stage 10 + Stage 11)

- 5.2 The fees shall be inclusive of all expenses (both direct and indirect) relating to the performance of the Contract for the entire period of Contract excluding service tax and cess thereon, if any, which shall be payable extra as applicable as reimbursement.
- 5.3 The Kitchen Designer cum Vendor shall not be entitled to any payment or remuneration, over and above the fees hereinbefore stipulated, on account of any delay caused by any reason, whatsoever.
- 5.4 Deductions on account of Income tax and other statutory provisions shall be made by IIT (ISM) Dhanbad, upon payment of fees or any other payments whatsoever to the Kitchen Designer cum Vendor as per prevalent rules / provisions.
- 5.5 The stage wise fees as prescribed in para 5.1, shall be payable within 30 days of completion of the specified component of the work to the entire satisfaction of the Institute and in accordance with the terms of Contract and the Scope of Services as enunciated in this document.
- 5.6 The Bank Guarantee required for advance if any (as agreed by the institute) shall be obtained from any scheduled bank and shall be valid up to one year from date of issue. In case the next stage milestone is extended by the Institute, the Kitchen Designer cum Vendor shall get the validity of Bank Guarantee extended to cover such enlarged time for completion of work up to the next stage of payment. After the payment of next stage of fees with adjustment for advance by the Institute, the bank guarantee shall be returned to the Kitchen Designer cum Vendor, without any interest.
- 5.7 Out of pocket expenses: No out of pocket expenses shall be admissible. For short stay of professionals/staff of the Kitchen Designer cum Vendor visiting IIT (ISM) Dhanbad in connection with the performance of the Contract. Room rents and board, as applicable to outside visitors/faculty on Institute work, shall be payable by the Kitchen Designer cum Vendor in such a case. Similarly, all travel and touring, international, domestic, local, to site or for meetings, etc. by any means of transport are all deemed to be included in the fee and shall accordingly be borne by the Kitchen Designer cum Vendor and their representatives directly.

5.8 All payments made by the Institute to the Applicant for any purpose whatsoever shall be in Indian Rupees only. Compliance with the foreign exchange regulation of India or any other country shall be the sole responsibility of the Applicant; and IIT (ISM) Dhanbad shall in no way be involved directly or indirectly.

SECTION 6 SELECTION PROCEDURE

The process of selection of firm towards Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad shall be conducted in four (4) stages as chronologically described, hereafter, in *Para 6.1 through Para 6.4*.

6.1 Prequalification (Stage 1)

- (a) All queries and clarifications regarding this RFP and its contents must reach the Institute on or before 04:00 P.M. on 07 April 2022. Queries and clarifications sought may also be submitted by e-mail, sent to ecmu@iitism.ac.in, before 04:00 P.M. on 07 April 2022. The Institute reserves the right not to entertain and/or answer any queries, clarifications and the like that are received after the said date and time.
- (b) The purpose of pre-qualification is to prepare a list of all eligible Applicants.
- (c) The prequalification shall be decided on the basis of evaluation of documentary evidence provided by the applicants in support of their eligibility according to the Primary Eligibility Criteria as listed in *Annexure 1*.

6.2 Evaluation of Technical Capability (Stage 2)

- (a) Technical capability of all the applicants pre-qualified after Stage 1 shall be evaluated according to the prescribed Evaluation Criteria listed at *Annexure 2*.
- (b) The purpose of Evaluation of Technical Capability at Stage 2 is to further shortlist the Applicants based on their past experience, experience of key personal and financial strength. Only the shortlisted Applicants shall be eligible for participation in the next stage of Technical Evaluation.
- (c) The Institute will constitute a Committee to award marks i.e. Technical Score 1 (TS1) out of maximum 100 marks to the pre-qualified applicants on the basis of the documents and details submitted in support of the prescribed Evaluation Criteria
- (d) A proposal will be considered unsuitable and shall be rejected if it does not respond to the RFP document.
- (e) The Committee shall prepare a list in order of merit for shortlisting any number of Applicants on the basis of marks awarded as per the prescribed Evaluation Criteria (*Annexure 2*). Merit list shall include only those applicants for next stage of qualification who will score at least 50 % marks in each individual section and overall 60% marks.
- (f) In case of a tie in marks between any number of applicants at any rank, preference shall be applied in the following order:
 - First preference to the applicant with highest marks in section 3 of evaluation criteria;

- Next preference to the applicant with highest marks in section 2 of evaluation criteria;
- Next preference to the applicant with highest marks in section 1 of evaluation criteria;
- The marks allotted to various applicants shall be the sole prerogative of the Committee. The decision of the Committee shall be final and binding on all.

6.3 Evaluation of Technical Proposals (Stage 3)

- (a) The Committee constituted by the Institute will review and evaluate the options and themes related to Development of Kitchen Mess proposed by the qualified applicants shortlisted after Stage 2. The Committee shall consist of experts from architectural, engineering, technological education, and different perspectives. A separate eMail will be forwarded to the applicants shortlisted for Stage 3 with other details.
- (b) The purpose of Evaluation of Technical Proposals at Stage 3 is to finalize the top three applicants for opening of Financial Bids
- (c) The broad parameters for evaluation of Technical proposals shall be as follows:

S. No.	<i>Evaluation Criteria for Technical Proposals</i>
1	Design Concept and understanding of assignment, approach and methodology
2	Creativity and Value
3	Understanding of material concepts
4	Presentation and communication
5	Capability and suitability for project delivery

- (d) Based on the broad evaluation parameters as given in the previous Para 6.3 (c), the Committee shall decide on the detailed parameters for award of marks, with 100 maximum marks, for Stage 3.
- (e) Each of the qualified applicants shortlisted after Stage 2, shall be evaluated by the Committee and awarded marks i.e. Technical Score (TS) out of maximum 100 marks.
- (f) The Committee shall select three top ranking technical proposals from the shortlist of applicants. Only these three applicants shall be called for opening of their financial bids.
- (g) The discretion and decision of the Committee in respect of the award of marks for the Technical Proposals shall be final and binding on all applicants without any right of appeal.
- (h) The Technical score (TS) of the applicants shall be announced before opening of the financial bids.

6.4 Opening of Financial Bids, Final Selection and Award of Work (Stage 4)

- (a) Financial proposals shall be opened in the presence of applicants or their representatives who choose to attend.
- (b) After opening of the financial proposals of the all the shortlisted bidders at Stage 3, the Lowest Financial proposal amongst all opened Financial proposals shall be given a financial score of 100 marks. The financial score of other proposals will be determined using the following formula:

$$FS = 100 \times FL / F$$

Here FS is the financial score, FL is the Lowest Financial proposal among all, and F is the Financial proposal of the particular applicant for the particular category of buildings.

- (c) For the purpose of calculation of composite score (S) for each proposal, the weightage shall be 70% for Technical Score (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.7 + FS \times 0.3$$

- (d) Proposals will be ranked according to their composite scores and will be listed in the order of merit as H1, H2, and H3 per category of buildings.
- (e) The top scorer H1 per category of buildings may be eligible for award of work or part thereof, at the discretion of the Institute.
- (f) In case of a tie at the top position between two or more applicants, preference shall be given to the applicant who has a higher Technical Score (TS), and this applicant will be required to match the lowest price bid amongst those in the tie.
- (g) In case the applicant selected in a tie, as referred above, refuses to accept the lowest price bid, the next applicant (in the order of merit list for technical proposals) shall be invited for the acceptance of the lowest price bid; and so on, till the lowest price bid is matched.
- (h) The selection above does not automatically confer any right whatsoever on any applicant for award of whole of the work as described in the scope of services or part thereof.
- (i) The Institute reserves the right to award whole of the work or part thereof to any other shortlisted applicant(s) or its constituents, consultants or sub-consultants, or any individual or agency other than those shortlisted, as it may deem fit.
- (j) The Kitchen Designer cum Vendor selected, may be called for negotiations, if any, by the Institute, regarding all aspects of the financial as well as technical proposals submitted by it in response to the RFP, before the award of work or part thereof.
- (k) In case of successful conclusion of the negotiations, the Institute will confirm to the selected organization its selection as the Kitchen Designer cum Vendor, through a "Letter of Intent" by email/letter clearly stating the extent and the price agreed upon at the time of negotiations.

- (l) The Kitchen Designer cum Vendor shall, thereafter, sign the Contract agreement within 15 days of the issue of such letter. The format of the Agreement is attached at *Annexure 9*. The RFP shall be deemed to form a part of the Contract.
- (m) The technical proposal as submitted by the successful applicant shall not be deemed to be the final proposal towards the Development of Kitchen Mess. As per mandate of this RFP, the successful applicant(s), appointed as Kitchen Designer cum Vendor, shall have to comply with the Scope of Services as outlined in Section 3 to develop and arrive at proposals for all contracted components of the Scope of Services, to the satisfaction of the Institute and its approval thereof.
- (n) The ownership of the proposals of all the applicants shall lie with the Institute in both the soft and hard copy.

6.5 Necessary documents to be attached with Application:

<i>S. No.</i>	<i>List of document required</i>
1	Company Registration Certificate
2	Complete company profile
3	Valid GSTN copy.
4	PAN Card Copy.
5	Turnover certificate
6	Balance Sheet of last four years (To check the company compliance for profit)
7	Experience proof documents (completion certificates/POs of previous customers)
8	Technical Proposals with contact details of the two references (Previous customers preferably in last two years)
9	Financial Proposals indicating rate/unit of various item separately.
10	Proof of Submission of Processing Fee of Rs. 10,000

SECTION 7 SUBMISSION OF PROPOSAL

7.1 Applicants shall submit their Request For Proposal (RFP) subject to eligibility as per the Primary Eligibility Criteria for the respective category.

7.2 Applicants shall be required to submit their proposals in the following manner:

- (a) Submission of Statement of Prequalification, Technical Capability and Financial proposal.

7.3 Applicants shall submit their proposals on or before 04.00 PM of 21 April 2022 at the following address:

The Director

Indian Institute of Technology (ISM) Dhanbad

Main Campus

Dhanbad 826 004

(Jharkhand)

7.4 Submission shall include

- (a) Documents in two (2) copies, in support of Prequalification as per Primary Eligibility Criteria at Annexure 1.
- (b) Documents in two (2) copies, in support of Technical Capability as per Evaluation criteria at Annexure 2.
- (c) Processing Fees in one (1) copy, a separate sealed cover marked “Processing fees for Development of Kitchen Mess at 1000 Boys’ hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad”.
- (d) Financial Proposal in one (1) copy, in a separate sealed cover marked “Development of Kitchen Mess at 1000 Boys’ hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad”.
- (e) All the various envelopes and other documents shall be placed in one single sealed cover clearly marked as “Development of Kitchen Mess at 1000 Boys’ hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad” with name of the applicant and contact details written thereon.

7.5 Presentation

- (a) After the submission of the proposal, IIT (ISM) Dhanbad shall call all of the shortlisted applicants to make a presentation.
- (b) Each invited applicant will be allowed maximum 60 minutes for the presentation followed by up to 30 minutes for questions/viva-voce by the Committee.
- (c) The presentation shall include:
- A brief Introduction about the firm, similar projects undertaken, etc.

- The proposal as above
 - Qualification and competence of the key personnel for the assignment
 - Design Concept and understanding of assignment, approach and methodology
 - Creativity and Value Engineering
 - Understanding of material concepts
 - Presentation and communication
 - Capability and suitability for project delivery
- (d) Applicants are advised to make themselves available for the presentation and viva-voce before the Committee at the time and date given by IIT (ISM) Dhanbad.

7.6 Format for Financial Proposal

- (a) The financial proposal shall be submitted on the Kitchen Designer cum Vendor letterhead and follow the format as specified in *Annexure 10*
- (b) The financial proposal shall be complete, unconditional and free from any computational errors.
- (c) The quoted fees percentage shall remain fixed for the entire period of Contract with no condition for escalation whatsoever.
- (d) The quoted fees shall be inclusive of all expenses (both direct and indirect) relating to the performance of the Contract for the entire period of Contract.
- (e) Omissions if any, shall not entitle the Applicant to be compensated. The liability to fulfill obligations as per scope of work within the total quoted fees shall rest solely with the Applicant.
- (f) All fees/charges relating to statutory approvals, payable to local bodies and other authorities/agencies, shall be dealt by Applicant.
- (g) All fees/charges payable as per the terms of appointment of agencies approved and appointed by IIT (ISM) Dhanbad for vetting of designs and related calculations shall be paid directly by the Institute.
- (h) Compliance with the foreign exchange regulation of India or any other country while making this proposal shall be the sole responsibility of the applicant; and IIT (ISM) DHANBAD shall in no way be involved directly or indirectly.

7.7 General Conditions and important instructions

- (a) The applicant shall bear all costs relating to the preparation and submission of proposals at all stages as sought in the RFP.
- (b) Each proposal whether layouts or services systems or policy or any other, must be duly supported by clearly referenced data presented in a logical and quantifiable format.
- (c) All proposals must be based on clearly referenced global best-practices and technologies, and must respect clearly identified and listed local constraints, resources and skills.

- (d) The Institute reserves the right to seek more details regarding the proof of qualifications, experience and capabilities of the key personnel.
- (e) The Institute reserves the right to issue corrigenda and addenda to this RFP document which shall be binding on all applicants.
- (f) The Institute reserves the right to amend, alter, modify, add and/or delete in part or full any requirements or terms and conditions contained in the RFP document at any time up to the stage of submission of Proposal, which shall be binding on all applicants.
- (g) All dates, place and time are subject to change and participants should regularly check for updated schedules on the Institute's website.
- (h) All latest information and clarifications, if any, shall be posted on the Institute's website. Applicants are advised to visit the website www.iitj.ac.in at regular intervals for any update with respect to the selection process.
- (i) The documents, and other information provided by IIT (ISM) Dhanbad or submitted by the applicants to IIT (ISM) Dhanbad, shall become and remain the property of the Institute.
- (j) All Intellectual Property Rights of the schemes and proposals submitted during the process of selection, shall rest with IIT (ISM) Dhanbad.
- (k) No explanation and/or justification in any aspect relating to the selection process shall be given, and the decision of the Institute shall be final and binding on all without any right of appeal.
- (l) All provisions in this document are supplementary and complementary to each other and are not to be read in isolation.

7.8 Disqualifications during selection

- (a) In the case where the constitution of the consortium, that has entered into contract with the Institute, is changed in any manner whatsoever at any stage, the Institute reserves the right to take appropriate decision regarding the termination of contract or modification in the scope of services, in full or part thereof.
- (b) The Institute reserves the right to debar the applicant/terminate the agreement with the final applicant selected for award of work, at any point of time, should any of the document/certificates as submitted be found to be fabricated or false, or a material misrepresentation is made or discovered, or the applicant does not provide the requisite information as required by the Institute within the stipulated period.
- (c) The Institute reserves the right to take appropriate decision in the cases where any contract of the applicant (of any constituent member – in case of consortium) is found to be in arbitration with any state or central government.
- (d) Disqualifications: IIT (ISM) Dhanbad may, at its sole discretion and at any time during the process of selection, disqualify any applicant, if:

- The applicant has made misleading statements and/or has submitted false documents as part of this RFP submission at any stage of the selection process.
- The applicant submits a proposal that is incomplete and/or not accompanied by such documents as are required by the Institute.
- The applicant fails to provide clarifications related thereto, when sought;
- The applicant fails to submit document(s) that are sought as a part of this RFP, strictly in the form and manner specified by the Institute.
- The applicant has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices, or blacklisted.
- The applicant submits a proposal with price or percentage escalation provision or offers conditional financial bid.
- The applicant is found to be indulging in activities that may directly or indirectly attempt to influence the process of selection either in their own favor or against any other participants.
- The constitution of the consortium invited to submit proposals according to this RFP or that is selected to be the Kitchen Designer cum Vendor, is changed in any manner whatsoever.

SECTION 8 SPECIAL CONDITIONS OF CONTRACT

(8.1) General Provisions

(8.1.1) **Contract:** The contract to be executed between the successful applicant and the Institute and the documents as mentioned at (a) to (d) hereunder, shall collectively be referred to as the “Contract”. The successful applicant, on acceptance of their offer by the Institute, shall, within fifteen (15) days from the issue of the Letter of Intent, execute the Contract. The documents as mentioned below shall be treated as forming part of the Contract, in order of preference in case of inconsistencies:

- (a) The RFP document and Submissions made by the applicant, that is, Technical Proposals and Financial Proposals.
- (b) All correspondence made between the applicant and the Institute from RFP stage up to and including the Letter of Acceptance towards the offer.
- (c) All directions and instructions issued to the Kitchen Designer cum Vendor from time to time by the Committee constituted by the Institute throughout the entire duration of the Contract.

(8.1.2) **Relation between the Parties:** Nothing contained herein shall be construed as establishing a relation of master and servant or of the Principal and Agent as between the Institute and the Kitchen Designer cum Vendor or their personnel or employees or agents or any person(s) appointed or engaged by the Kitchen Designer cum Vendor. The Kitchen Designer cum Vendor, subject to this Contract, shall have complete charge of the personnel or employees or agents or any person(s) appointed or engaged by the Consultant, performing the Services and shall be solely responsible for any and all acts undertaken or the Services performed by them on behalf of the Kitchen Designer cum Vendor.

(8.1.3) **Law Governing the Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws applicable in India.

(8.1.4) **Language:** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

(8.1.5) **Heading:** The headings shall not limit, alter or affect the meaning and interpretation of this Contract.

(8.1.6) **Notices:**

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post

acknowledgement due, email, telex, telegram or facsimile to such Party at the last known address of the addressee party/person.

- (b) A party may change its address for notice hereunder by giving the other Party notice of such change.

(8.2) Commencement, Completion, Modification and Termination of Contract

(8.2.1) Effectiveness of Contract: This Contract shall come into force and effect on the date of execution of the Contract by the successful applicant as required under para 1.1 subject to the Kitchen Designer cum Vendor furnishing the Performance Guarantee as laid down in para 2.2 below.

(8.2.2) Security Deposit (SD):

- (a) A sum @ 4% of the Gross Amount of the bill shall be deducted from each running bill of the Kitchen Designer cum Vendor. The same shall be retained till completion of the work and this shall be returned year wise within the Defect Liability Period of 03 (Three) years i.e. 1st year: 50% of total SD; 2nd Year: 25% of total SD; and 3rd Year: 25% of total SD vide Stage 6, Stage 7 and Stage 8 as per the Schedule of Fee.
- (b) No partial refund of Security Deposit shall be made during Defect Liability Period. In case the final bill is not settled within stipulated period for reasons beyond control and the Institute is satisfied that the Security Deposit is not required for adjustment of the Institute's dues or whatsoever dues either in this or any other contract then this Security Deposit either in full or in part could be refunded at the sole discretion of the Institute.
- (c) In case of termination of contract, this Security Deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the Kitchen Designer cum Vendor under this contract, or any other contract with the Institute.

(8.2.3) Performance Guarantee (PG):

- (a) The Kitchen Designer cum Vendor shall initially submit an irrevocable Performance Guarantee of Rs. 15 Lakhs only as the case may be, in addition to any other deposits required to be made under the Contract for his proper performance of the Contract, notwithstanding and/or without prejudice to any other provisions of the Contract, on or before the execution of the Contract. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

- (b) This Performance Guarantee shall be in the form of Bank Guarantee of any scheduled bank in accordance with the proforma prescribed by the Institute.
- (c) The Kitchen Designer cum Vendor will not be allowed to start the work unless the Performance Security / Guarantee is submitted by him/her
- (d) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus sixty (60) days beyond that. In case the time for completion of work gets enlarged, the Kitchen Designer cum Vendor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work, before the expiry of the Performance Guarantee. After recording of the completion certificate for the work by the Institute, the Performance Guarantee shall be returned to the Kitchen Designer cum Vendor, without any interest.
- (e) The Institute shall not make a claim under the Performance Guarantee except for amounts to which the Institute is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
Failure by the Kitchen Designer cum Vendor to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Guarantee.

(8.2.4) **Commencement of Services:** The Kitchen Designer cum Vendor shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the letter of acceptance of offer.

(8.2.5) **Termination of the Contract in the event of non-commencement:** If the Kitchen Designer cum Vendor for any reason, other than Force Majeure, is unable to start the work within one month of the date of Commencement of Services as mentioned in para 2.3, the Institute may, by a written notice of not less than four (4) weeks to the other party, referred to as "Notice Period", declare the Contract as null and void, if the work is not commenced on or before the expiry of the Notice Period. Neither party shall have any claim against the other party in case the work is not commenced on or before the expiry of the Notice Period and the Contract is declared null and void , except that:

- (a) The advance, if any, paid to the Kitchen Designer cum Vendor shall be returned to the Institute within fifteen (15) days of the expiry of the Notice Period, failing which the Bank Guarantee submitted by the Kitchen Designer cum Vendor for the same shall be encashed by the Institute
- (b) The Performance Guarantee shall be encashed by the Institute for Ten (10) percent of the amount

(8.2.6) **Expiration of Contract:** Unless terminated pursuant to provisions of the Contract, the Contract shall expire when Services have been completed as per

specified scope of Services to the satisfaction of the Institute or the agreed/specified Contract period including extended period, if any, is over, whichever is earlier.

(8.2.7) **Modification:** If at any time after the award of work, the Institute decides to enlarge or reduce the scope of Services for any reason and hence require the Services to be performed in accordance with the enlarged or reduced scope, the Institute shall give notice in writing to that effect to the Kitchen Designer cum Vendor and the Kitchen Designer cum Vendor shall act accordingly in the matter. In the event of reduction in the scope of Services, the Kitchen Designer cum Vendor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which could be derived from the rendering of the Services in full but which cannot be derived in consequence of the reduction in the scope of Services.

(8.2.8) **Force Majeure**

(a) Definition

- For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or personnel or failure to make any payment required hereunder.

(b) Failure to perform due to Force Majeure Not a Breach of Contract: The failure of the Kitchen Designer cum Vendor to perform due to Force Majeure shall not be considered to be a breach of, or default under the Contract, provided that in the opinion of the Institute which shall be final and binding, such an inability arises directly from an event of Force Majeure, and provided further that the Kitchen Designer cum Vendor has taken, to the entire satisfaction of the Institute, all reasonable precautions, due care and alternative measures, all with the objective of carrying out the work as per the terms and conditions of this Contract.

- (c) Measures to be Taken
- In the event of Force Majeure, the Kitchen Designer cum Vendor shall take all reasonable measures to minimize its inability to fulfill its obligations under the Contract with a minimum of delay.
 - In the event of Force Majeure, the Kitchen Designer cum Vendor shall notify the Institute of such event as soon as possible, and in any case not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
 - The Kitchen Designer cum Vendor shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (d) Extension of Time: The time period within which the Kitchen Designer cum Vendor, pursuant to this Contract, is required to complete any action or task, but could not complete the same due to Force Majeure shall be considered by the Institute for Extension of Time, taking in to account the net effect of the event of Force Majeure and the measures taken by the Kitchen Designer cum Vendor pursuant to para 2.7, if any, on the said time period.
- (e) Consultation: Not later than thirty (30) days after the Kitchen Designer cum Vendor, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Institute is not able to perform any of its obligations for similar reason, the Parties shall consult each other with a view to agreeing on appropriate measures to be taken in the circumstances.

(8.2.9) Termination of the Contract

- (a) The Institute, on occurrence of any of the events specified in paragraphs (a) through (e) of this para 8.2.9, may, by not less than thirty (30) days' written notice to the Kitchen Designer cum Vendor, , terminate this Contract:
- if the Kitchen Designer cum Vendor fails to remedy a failure in the performance of their obligations , as specified in the notice given by the Institute, within fifteen (15) days of receipt of such notice or within such further period as the Institute may have subsequently approved in writing;
 - if the Kitchen Designer cum Vendor becomes (or, if the Kitchen Designer cum Vendor consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage

of any law for the benefit of debtors or go into liquidation or receivership whether compulsorily or voluntarily;

- if the Kitchen Designer cum Vendor fails to comply with any final decision reached as a result of proceedings pursuant to Clause 3 hereof, within thirty (30) days of receipt of the said final decision;
 - if the Kitchen Designer cum Vendor submits to the Institute a statement or notice which has a material effect on the rights, obligations or interests of the Institute and which the Kitchen Designer cum Vendor knew to be false;
 - if after removal of the Force Majeure event, the Kitchen Designer cum Vendor is unable to resume the work and perform a material portion of the Services during a period of not more than sixty (60) days after the date of removal of Force Majeure event;
 - if the Kitchen Designer cum Vendor suspends his activities for reasons which, in the opinion of the Institute, are not genuine and bonafide.
 - if the Kitchen Designer cum Vendor including any of its subsidiary or personnel is found to have committed or is involved in any act or have failed to act and such action or inaction has a material adverse effect on the rights and interests of the Institute;
 - if any statement, declaration or information or details submitted by the Kitchen Designer cum Vendor during the course of this Contract is found to be misleading, false or vexatious;
 - if the Kitchen Designer cum Vendor including any of its subsidiary or personnel is found to be in violation of any of the terms and condition of this contract;
 - if the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (b) Cessation of Rights and Obligations: Upon termination of this Contract pursuant to para 8.2.9 hereof, or upon expiration of this Contract pursuant to Clause 8.2.6 hereof, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration.
- (c) Cessation of Services: Upon termination of this Contract by notice pursuant to para 8.2.9 hereof, the Kitchen Designer cum Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- (d) Payment upon Termination: Upon termination of this Contract pursuant to para 8.2.9 hereof, the Institute shall make the following payments to the Kitchen Designer cum Vendor (after offsetting against these

payments any amount that may be due from the Kitchen Designer cum Vendor to the Institute):

- Fee for the Services satisfactorily performed prior to the effective date of termination.
 - Reimbursable expenditures actually incurred in satisfactory performance of Services prior to the effective date of termination.
- (e) Disputes relating to Termination: If the Kitchen Designer cum Vendor disputes the notice of termination given by the Institute the Kitchen Designer cum Vendor may, within fifteen (15) days after receipt of notice of termination, refer the matter for settlement of dispute pursuant to para 3 hereof.

(8.3) Settlement of Disputes and Arbitration

(8.3.1) Except where otherwise provided in the Contract, all questions and disputes in relation to the Contract shall be dealt with as mentioned hereinafter:

- If the Kitchen Designer cum Vendor considers any work demanded of him or any decision conveyed by the Institute in writing, or any action of the Institute to be in contravention of the terms and conditions of the Contract, the Kitchen Designer cum Vendor shall promptly within fifteen (15) days request the Institute for settlement of dispute, failing which, the decision of the Institute shall be final, binding and conclusive and not referable to settlement committee or adjudication by the arbitrator.
- In case of any dispute or difference in relation to any terms and condition under this contract, either party at the first instance shall submit its case before the three member settlement committee as notified by the Institute for settlement of dispute. After submission of their written statements by the parties, within 7 days from the date the dispute has been raised, the settlement committee will make effort to get the dispute settled between the parties through open negotiation for next 15 days. After completion of such period of 15 days, the settlement committee shall issue its report declaring the outcome of the settlement proceedings.
- In the event, the parties fail to resolve the dispute through the settlement proceedings under clause above, the parties will be at liberty to refer all such disputes or difference for adjudication through arbitration by a sole arbitrator appointed by the Institute. If the appointed sole arbitrator resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid and he shall proceed with the reference from the stage at which it was left by his predecessor. The party invoking arbitration shall give a list of disputes including the details of the amounts claimed – if any in respect of each such dispute. It is also a term of this Contract that if the

Kitchen Designer cum Vendor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within fifteen (15) days of the cause of action, the claim of the Kitchen Designer cum Vendor shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the Contract in respect of these claims.

- The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this Contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. It is also a term of the Contract that fees, if required to be paid to the arbitrator shall be as laid down by the Indian Council of Arbitration and shall be shared equally by each of the parties.
- It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be IIT (ISM) Dhanbad or such place as may be fixed by the arbitrator in his sole discretion.
- It is also a term of this RFP that no person other than a person appointed by the Director, IIT (ISM) Dhanbad, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

(8.3.2) The Institute may in its discretion, require the Kitchen Designer cum Vendor to continue the work under Contract pending decision of the Arbitrator on the dispute(s) and if the Kitchen Designer cum Vendor stops or suspends the work, it shall be treated as breach on its part and in such event, The Institute will be entitled to stop any payment as may be due to the Kitchen Designer cum Vendor and appropriate as much part of the said Performance Guarantee as the Institute considers reasonable to set off the loss caused to it due to the said stoppage/suspension of work.

(8.3.3) This RFP shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Dhanbad within the ordinary civil jurisdiction of the Competent Courts in the District, Dhanbad, Jharkhand

(8.4) Testing of Materials

The Kitchen Designer cum Vendor shall provide assistance, instruments, materials, labor and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Institute has the right to appoint the testing authorities. In case,

Engineer-In-Charge desires testing of materials from the testing authorities, the Kitchen Designer cum Vendor shall arrange for the same. The testing fee of the testing authorities shall be borne by the Department, if the tested materials are found to be conforming to laid down specifications. In case after testing the materials are not found as per specifications, then the testing fees shall be borne by the Kitchen Designer cum Vendor. Failing his so doing, the same shall be provided by the Engineer-In-Charge at the expense of the Kitchen Designer cum Vendor and the expenses shall be deducted from any money due to the Kitchen Designer cum Vendor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

(8.5) Kitchen Designer cum Vendor's Architect, Design Engineer, Site Engineer and Workmen

(8.5.1) The Kitchen Designer cum Vendor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer-In-Charge may consider necessary until the expiration of Defects Liability Period. The Kitchen Designer cum Vendor shall employ competent Architect, Design Engineer, Site Engineer and Workmen as approved by the Engineer-In-Charge whose qualification must conform to the requirement specified by the Engineer-In-Charge who shall be constantly in attendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the Engineer-In-Charge to such Architect, Design Engineer, Site Engineer and Workmen or any other authorized agent shall be held to be given to the Kitchen Designer cum Vendor. In case, Kitchen Designer cum Vendor fails to provide Engineer-In-Charge as given in Special Conditions, the Institute shall have right to appoint the necessary Engineer-In-Charge personnel requisite staff needed for proper Supervision of work at the cost of Kitchen Designer cum Vendor for the period of currency of contract inclusive of Defect Liability Period.

(8.5.2) The Kitchen Designer cum Vendor shall on the request of the Engineer-In-Charge immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer-In-Charge be unsuitable or incompetent or who may in the opinion of the Institute misconduct himself.

(8.6) Faulty Materials, Workmanship and Defects after completion

(8.6.1) The Engineer-In-Charge shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the Engineer-In-Charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer-In-Charge may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by the Kitchen Designer cum Vendor.

- (8.6.2) If it shall appear to the Engineer-In-Charge or to the Institute based on audit/technical examination, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the Defects Liability Period of 36 (Thirty Six) Months from the date of completion arising in the opinion of the Engineer-In-Charge, the Kitchen Designer cum Vendor shall on demand in writing which shall be made within 36 (Thirty Six) Months of the completion of the work from the Engineer-In-Charge specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer-In-Charge may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the Kitchen Designer cum Vendor.
- (8.6.3) In lieu of rectifying the work not done in accordance with the contract, the Institute may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable. However, this will not cover those works which are not technically acceptable.
- (8.6.4) Provided always that nothing in this clause shall relieve the Kitchen Designer cum Vendor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects

(8.7) Indemnifying against damages to persons, property and statutes

- (8.7.1) The Kitchen Designer cum Vendor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include inter alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The Kitchen Designer cum Vendor indemnifies the Institute and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.

- (8.7.2) The Kitchen Designer cum Vendor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- (8.7.3) The Kitchen Designer cum Vendor also indemnifies the Institute against all claim which may be made upon the Institute for acts during the currency of this contract by an employee or representative of an employee of the Kitchen Designer cum Vendor, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative, of any deceased or incapacitated workmen.
- (8.7.4) The Kitchen Designer cum Vendor also indemnifies the Institute against all claims which may be made upon the Institute for acts during the currency of this contract by the Central/State Government or local Municipal authorities for the noncompliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labor and apprentices directly or indirectly employed in the work under this contract.
- (8.7.5) The Institute shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/ or damages as aforesaid from any sum or sums due or to become due to the Kitchen Designer cum Vendor or Security Deposit.
- (8.7.6) The Kitchen Designer cum Vendor shall indemnify the Institute against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Institute in respect of any such matters as aforesaid, the Kitchen Designer cum Vendor shall be immediately notified thereof and the Kitchen Designer cum Vendor shall beat liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the Kitchen Designer cum Vendor shall not be liable to indemnify the Institute if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Institute or his authorized representative.

(8.8) Compliance of Labor Law

The Kitchen Designer cum Vendor shall comply with or cause to be complied with the Contract Labor (Regulation and Abolition) Act, 1970, Payment of wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1948, Employees State Insurance Act, 1948 or any modifications

there of or any other law relating thereto and rules made there under from time to time

(8.9) Mobilization Advance

In specialized and capital intensive works costing not less than Rs. 2 Crores, Mobilization Advance limited to a maximum of 10 (Ten) % of the Tendered Value or Rs. 1 Crore whichever is less is payable in two equal instalment at 10 (Ten) % Simple Interest against Bank Guarantee of equivalent amount. The advance payment may be released in stages depending upon the progress of the work and mobilization of required equipment etc. The Mobilization Advance shall be adjusted in the bills in accordance to the Schedule of Fee of the RFP.

(8.10) Completion Certificate

As soon as the work is completed, the Kitchen Designer cum Vendor shall give notice of such completion to the Engineer-In-Charge and within 10 (Ten) days of receipt of such notice the Engineer In-Charge shall inspect the work and shall furnish the Kitchen Designer cum Vendor with a certificate of the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by the Kitchen Designer cum Vendor (and/or) (c) item for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-In-Charge shall issue separate completion certificate for such items or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be completed till the Kitchen Designer cum Vendor shall have completed the work completely along clearance of site to the satisfaction of the Engineer-In-Charge.

(8.11) Carrying out part work at risk and cost of Kitchen Designer cum Vendor

If the Kitchen Designer cum Vendor:

- (8.11.1) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- (8.11.2) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (8.11.3) The Engineer- in-Charge without invoking action, without prejudice to any other right or remedy against the Kitchen Designer cum Vendor which have either accrued or accrue thereafter to Government, by a notice in writing to

take the part work /part incomplete work of any item(s) out of his hands and shall have powers to :

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the Kitchen Designer cum Vendor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the Kitchen Designer cum Vendor, the liability of Kitchen Designer cum Vendor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the quoted value of the work. In determining the amount, credit shall be given to the Kitchen Designer cum Vendor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original Kitchen Designer cum Vendor under the terms of his contract, the value of Kitchen Designer cum Vendor's materials taken over and incorporated in the work. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the Kitchen Designer cum Vendor provided always that action under this clause shall only be taken after giving notice in writing to the Kitchen Designer cum Vendor.

(8.12) Escalation

No escalation shall be paid.

(8.13) Warranty

The Kitchen Designer cum Vendor shall provide minimum 05 (Five) years warranty for all equipment, machinery, materials, etc.

PRIMARY ELIGIBILITY CRITERIA

1. The Kitchen Designer cum Vendor (in the case of consortiums) shall have a registered office in India with minimum five (5) years of continuous operation up to the date of publication of this RFP.
2. The Kitchen Designer cum Vendor (in the case of consortiums) shall have an aggregate turnover as per the enclosed table, in any three (3) of the last five (5) Financial Years and with a positive net profit for each of the three years considered. Turnover shall mean consultancy fee received during each year.

<i>S. No.</i>	<i>Applicable Project sub-head</i>	<i>Minimum Annual Turnover (in Rs. Lakhs)</i>
2.1	Design, Manufacturing and Commissioning of Kitchen Equipment	Two Hundred fifty (250)

3. The Kitchen Designer cum Vendor constituent of the consortium (in the case of consortiums) shall not be barred or blacklisted by any Central and/or State Government in India, during the last five (5) years.
4. The Kitchen Designer cum Vendor, constituent of the consortium (in the case of consortiums) shall not have, during the last five (5) years, either failed to perform on any agreement, or been expelled from any project or have any agreement terminated for breach on their part.
5. Solvency certificate from a Nationalized Bank is required towards above work.

EVALUATION OF TECHNICAL CAPABILITY

NAME OF THE APPLICANT:

ADDRESS:

CONTACT DETAILS:

<i>S. No.</i>	<i>Criterion</i>	<i>Max. Marks</i>	<i>Required documents</i>	<i>Marks Awarded</i>
1	Number of years' experience as Kitchen Designer cum Vendor	25		
(a)	5 Years' Experience	05	Copy of Certificate of Incorporation & Service Licence	
(b)	5-10 years of experience	10		
(c)	10-15 years of experience	15		
(d)	15-20 years of experience	20		
(e)	More than 20 years of experience	25		
2	Experience in design, manufacturing and commissioning of Kitchen and Kitchen equipment	20		
(a)	2500 PAX	04	Copy of Completion Certificate.	
(b)	2500-5000 PAX	08		
(c)	5000-7500 PAX	12		
(d)	7500-10000 PAX	16		
(e)	More than 10000 PAX	20		
3	Experience in Annual Maintenance of Kitchen equipment of similar nature of work	10		

(a)	2500 PAX	02	Copy of Completion Certificate.	
(b)	2500-5000 PAX	04		
(c)	5000-7500 PAX	06		
(d)	7500-10000 PAX	08		
(e)	More than 10000 PAX	10		
4	Financial Strength	30		
(a)	Minimum Annual Turn Over of the bidder or the agency (as independent agency) during last three years ending 31 March 2022 > 250 Lakhs ≤ 375 Lakhs	10	Auditor Certified Annual Turnover copy	
(b)	Minimum Annual Turn Over of the bidder or the agency (as independent design agency) during last three years ending 31 March 2022 > 375 Lakhs ≤ 500 Lakhs	20		
(c)	Minimum Annual Turn Over of the bidder or the agency (as independent design agency) during last three years ending 31 March 2022 > Rs 500 Lakhs	30		
5	The Kitchen Designer cum Vendor constituent of the consortium (in the case of consortiums) shall have satisfactorily completed similar nature of work in IITs, NITs, IISERS, Central Universities or academic Institute of National importance	15		
(a)	Packs: 2500	02	In case of ongoing project, copy of Work Order , or payment received till date for respective project certified by the CFO of the applicant	
(b)	Packs: 2500-5000	04		
(c)	Packs: 5000-7500	08		
(d)	Packs: 7500-10000	12		

(e)	Packs: More than 10000	15		
	Total	100		

APPLICANT'S PROFILE

1.	Name of Applicant:
2.	State the structure of the applicant's organization : (indicate as appropriate) Public Sector Organization/Educational Institute Individual company Firm Consortium
3.	Individual applicant or lead member (in case of consortium) to provide this information: 1. Name of the company / firm: 2. Individual applicant company / lead member of consortium: 3. Legal status of company: 4. Registration No. with the Country of Registration: 5. Year of Registration: 6. Registered address: 7. Principal place of business: 8. Address of Branch Offices (own): 9. Whether wholly/partially owned subsidiary of foreign company: Yes/No (give details) 10. Name and address of Principal/Parent Company (if applicable) : 11. Name of contact person: 12. Contact person's designation: 13. Address, telephone, fax no., email address of contact person:
4.	For applicants in consortium, state the following information for each member of consortium other than lead member (include additional sheet if required): 1. Name of Company / Firm: 2. Legal status of company: 3. Registration No. with the Country of Registration: 4. Year of Registration: 5. Registered Address: 6. Principal Place of Business: 7. Address of Branch Offices (own): 8. Whether wholly/partially owned subsidiary of foreign company: Yes/No (give details) 9. Name and address of Principal/Parent Company (if applicable) : 10. Name of contact person:

	<p>11. Contact person's designation:</p> <p>12. Address, telephone, fax no., email address of contact person:</p>						
5.	<p>Does the RFP application contain the processing fees documents as required? Yes/No</p>						
6.	<p>Does RFP application contain the Board Resolution/Power of Attorney/ Authority Letter, which empowers the person or persons to sign the letter of application? Yes/No If no, give reasons</p>						
7.	<p>State the number of years the applicant (or each constituent member in case of consortium) has been in business under the business name appearing in the answer to question 3 and 4 above.</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">No. of years</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> </tbody> </table>	Name	No. of years	1.		2.	
Name	No. of years						
1.							
2.							
8.	<p>State the number of years the applicant (or each constituent member in case of consortium) has been in business undertaking work similar in scope and nature of work for which shortlisting is sought</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">No. of years</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> </tbody> </table>	Name	No. of years	1.		2.	
Name	No. of years						
1.							
2.							
9.	<p>Individual applicant / each member of consortium shall compile a list showing their experience of work (attach separate sheets duly referred) Do you authorize IIT (ISM) Dhanbad to make enquires with any of the clients listed by the applicant? Yes/No</p>						

Note

- (1) It is recommended that applicants put forward copies of independent documents testifying to their organizational strength, experience, and financial performance.
- (2) Applicants shall provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria including sufficient updated contact numbers of employers, owners or promoters of the projects. If in the opinion of the Committee, sufficient information and valid proof is not available about some parameter/factor during evaluation, zero (0) marks may be assigned to that parameter/factor.
- (3) Information as sought is to be given by individual applicant or each member of the consortium including lead member separately as per the prescribed formats given in various annexures.

- (4) Ongoing projects and/or virtual completion shall be considered for evaluation only wherever clearly specified in the particular evaluation criterion.
Wherever sought, “experience” as on date of issue of RFP shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- (5) The Committee constituted by the Institute at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the committee on such interpretation and awards of marks shall be final and binding. No reasons whatsoever shall be furnished regarding award of marks.

FORMAT OF LETTER OF CONSENT

[On Company's/Firm's/Lead Member's (in case of Consortium) letterhead]

Reference:

Date:

The Director

Indian Institute of Technology (ISM) Dhanbad
Main Campus
Dhanbad 826 004
(Jharkhand)

Subject: Proposal for Selection of Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad

Dear Sir:

We hereby submit our consent and our willingness for participation in the process of Selection of Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Room (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad, as explained in the Request for Proposal. In support, we submit all the necessary information and relevant documents including the Processing fees of Rupees (vide DD no. Dated..... issuing bank.....) in the manner and format as required for our participation in the selection process.

The submission is made by us, on behalf of in the capacity of...duly authorized to submit the RFP.

(in case of a consortium, following paragraph shall be added)

This submission is made on behalf of the proposed consortium comprising and (Applicant to state the name of each member) of which(applicant to insert name of lead member of joint venture) has agreed to act as lead member.

We understand that IIT (ISM) Dhanbad reserves the right to reject the submission, without assigning any reason.

Yours faithfully,

Signature of Applicant:

(Shall be signed by authorized representative of Applicant or the lead member in case Applicant is a consortium)

Name of Signatory:

Designation:

Name and address of firm:

Contact number:

Fax:

Email:

Enclosures

- (1) Copy of Board Resolution/Power of Attorney or Authority letter authorizing the representative to sign on behalf of the Company/Firm or the Consortium as the case may be.
- (2) Confirmation by the Consortium members authorizing the Lead Member to sign on behalf of the Consortium.

(FOR CONSORTIUM APPLICANT)
FORMAT OF AFFIDAVIT

TO BE SWORN ON NON-JUDICIAL STAMP PAPER OF RS. 10 DULY NOTARIZED

AFFIDAVIT

*I.....am the *Director / Proprietor / Partner of (Mention name of firm/company and its complete address) do here by solemnly affirm and declare as under:

- (1) That our Firm/company i.e. (Mention name of *firm/ company) is registered vide Registration No under the provisions of(Mention the name of the Act).
- (2) That the present affidavit is executed on behalf of the proposed consortium comprising.....and..... (Applicant to state the name of each member) of which (Applicant to insert name of lead member of joint venture) has agreed to act as lead member.
- (3) That I, on behalf of our proposed consortium have applied in response to the RFP for Selection of Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Room (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad.
- (4) That..... (Mention name of firm/company/ Consortium) is eligible to submit the aforesaid proposal on behalf of the consortium as neither the applicant nor any of its constituents has been barred and/or blacklisted by the Central Government and/or any State Government of India at any time prior to the date of submitting this affidavit.
- (5) That neither (Mention name of firm/company/ Consortium) nor any of its constituents has, during the last five years, either failed to perform on any agreement or was expelled from any project or agreement or any agreement terminated for any breach whatsoever.
- (6) That neither (Mention name of firm/company/ Consortium) nor any of its constituents has any contracts with the state/central government that are in arbitration. (In case some contract (s) are in arbitration give the details of such contract in a schedule to be attached with this affidavit)

DEPONENT

VERIFICATION

*I/we.....the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at..... (Place) this..... day of.....2022.

(Strike off whichever is not applicable)*

DEPONENT

Note

Deponent will be the authorized signatory of the Applicant

(FOR INDIVIDUAL APPLICANT)

FORMAT OF AFFIDAVIT

TO BE SWORN ON NON-JUDICIAL STAMP PAPER OF RS. 10 DULY NOTARIZED
AFFIDAVIT

*I.....am the *Director / Proprietor / Partner of (Mention name of firm/company and its complete address) do here by solemnly affirm and declare as under:-

- (1) That our Firm / company i.e. (Mention name of *firm/ company) is registered vide Registration No under the provisions of(Mention the name of the Act).
- (2) That our Firm / company i.e. (mention name of *firm/ company) has applied in response to the RFP for Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Room (2000 Seated) Boys’ hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad.
- (3) That..... (Mention name of firm/company) is eligible to submit the aforesaid proposal as it has not been barred and/or blacklisted by the Central Government and/or any State Government of India at any time prior to the date of submitting this affidavit.
- (4) That (Mention name of firm/company) has, during the last three years, neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach whatsoever.
- (5) That..... (Mention name of firm/company) has no contracts with the state/central government that are in arbitration. (In case some contract (s) are in arbitration give the details of such contract in a schedule to be attached with this affidavit).

DEPONENT

VERIFICATION

*I/we..... the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at..... (Place) this..... day of.....2022.

(* Strike off whichever is not applicable)

DEPONENT

Note

Deponent will be the authorized signatory of the Applicant

(FOR CONSORTIUM APPLICANT)
FORMAT FOR LETTER OF CONSORTIUM
(ON EACH COMPANY / FIRM'S LETTER HEAD)
SUBMISSION OF PROPOSAL

Reference:

Date:

The Director

Indian Institute of Technology (ISM) Dhanbad
Main Campus
Dhanbad 826 004
(Jharkhand)

Subject: Proposal for Selection of Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad

Dear Sir:

We wish to confirm that our company / firm has formed / intends to form a consortium with

..... and

(members to insert names of all other members of the group) for undertaking the Development of Kitchen Mess at 1000 Room (2000 Seated)0 Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad along with all scope of services as mentioned in the RFP document.

The consortium will be led by (name of the lead member) whom we hereby authorize to act on our behalf for the purpose of applying for RFP. In the event of our group being invited for the afore-mentioned subject work, we agree to be jointly and severally liable to IIT (ISM) Dhanbad, its successors and assigners for all obligations, duties and responsibilities arising or imposed by any contract subsequently entered into between IIT (ISM) Dhanbad and our group.

Yours faithfully,

Signature of Applicant:

Name of Signatory:

Designation:

Name and address of firm:

Contact number:

Fax:

Email:

Enclosure

Copy of Board Resolution/Power of Attorney or Authority letter authorizing the representative to sign on behalf of the Company/Firm of the Consortium as the case may be.

FORMAT OF AGREEMENT

This AGREEMENT is made and executed on this day of2022 at IIT (ISM) Dhanbad by and between:

Indian Institute of Technology (ISM) Dhanbad, an Institute of National Importance, having its current office at Indian Institute of Technology (ISM) Dhanbad, Main Campus, Dhanbad 826 004 (Jharkhand) (hereinafter referred to in this document as THE INSTITUTE/IIT (ISM) Dhanbad, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees),

AND

M/s, having its registered office at (herein after referred to in this document as THE KITCHEN DESIGNER CUM VENDOR, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), represented by Mr.....,(Designation), with due authorization from his partners.

WHEREAS THE INSTITUTE, is desirous of taking certain services viz. DEVELOPMENT OF KITCHEN MESS AT 1000 ROOMS (2000 SEATED) BOYS' HOSTEL, AMBER HOSTEL AND JASPER HOSTEL FOR IIT(ISM) DHANBAD ON TURNKEY BASIS and has accepted the financial proposal of THE KITCHEN DESIGNER CUM VENDOR for the said services and the remedying of any defects therein at a total fees of..... (in figures) (in words).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Request for Proposal hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payment to be made by THE INSTITUTE to THE KITCHEN DESIGNER CUM VENDOR as hereinafter mentioned, THE KITCHEN DESIGNER CUM VENDOR hereby covenants with THE INSTITUTE to execute and complete the Services and remedy any defects therein conformity in all aspects with the provisions of the contract.
3. THE INSTITUTE hereby covenants to pay the THE KITCHEN DESIGNER CUM VENDOR in consideration of the providing of Services and the remedying of defects wherein, the fees or such other sum as may become payable under the provision of contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) Request For Proposal for Selection of KITCHEN DESIGNER CUM VENDOR DEVELOPMENT OF KITCHEN MESS AT 1000 ROOMS (2000 SEATED) BOYS' HOSTEL, AMBER HOSTEL AND JASPER HOSTEL FOR IIT(ISM) DHANBAD ON TURNKEY BASIS dated.....XXXX

- (b) Corrigendum and Addendum to the said Request For Proposal datedXXXX
- (c) Special Conditions of Contract provided as annexure to the said Request For Proposal (*SECTION 8*)
- (d) Financial Proposal submitted by THE KITCHEN DESIGNER CUM VENDOR in response to the said Request for Proposal.....'s (name of applicant) official letter dated2022 (*ANNEXURE 9*)
- (e) Institute Letter of Intent No./...../...../2022 dated..... 2022.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed and Delivered by the said THE INSTITUTE and the THE KITCHEN DESIGNER CUM VENDOR.

Indian Institute of Technology (ISM) Dhanbad (THE INSTITUTE)

M/s(KITCHEN DESIGNER CUM VENDOR)

**FORMAT OF FINANCIAL PROPOSAL
FINANCIAL PROPOSAL FOR SELECTION OF KITCHEN DESIGNER CUM
VENDOR FOR DEVELOPMENT OF KITCHEN MESS AT 1000 ROOMS (2000
SEATED) BOYS' HOSTEL, AMBER HOSTEL AND JASPER HOSTEL FOR IIT (ISM)
DHANBAD ON TURNKEY BASIS IN MAIN CAMPUS OF IIT (ISM) DHANBAD**

Dated:

From:

To

The Director

Indian Institute of Technology (ISM) Dhanbad

Main Campus

Dhanbad 826 004

(Jharkhand)

Subject: Financial Proposal for Selection of Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad

Dear Sir:

- (1) We have examined the details given in Request for Proposal provided by IIT (ISM) Dhanbad for the Selection of Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad.
- (2) Our fee for the Scope of Services described in the RFP amounts to Rs. _____ (in words Rupees _____).
- (3) We agree to all other terms and conditions relating to the fee as laid down in this RFP.

Thank you.

Yours faithfully,

Signature of Applicant/Authorized signatory:

Name of Signatory:

Designation:

Name and address of Applicant:

Contact number:

Fax:

Email:

Seal of the Organization

**FORMAT OF COVER LETTER TO BE SUBMITTED ALONG WITH
PROPOSAL SUBMISSION OF STATEMENT OF PREQUALIFICATION, TECHNICAL
CAPABILITY AND FINANCIAL PROPOSAL**

Dated:

From:

To:

The Director

Indian Institute of Technology (ISM) Dhanbad

Main Campus

Dhanbad 826 004

(Jharkhand)

Subject: Proposal for Selection of Kitchen Designer cum Vendor for Development of Kitchen Mess at 1000 Rooms (2000 Seated) Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad

Dear Sir,

- 1) We have examined the details given in Request for Proposal Document provided by IIT (ISM) Dhanbad.
- 2) We have incorporated the requirements of the RFP in our proposal.
- 3) We hereby submit a total of number of pages of A4 size along with number of pages of A3 size in the form of documents in support of our proposal.
- 4) We hereby submit Processing Fees in the form of DD (no..... dated..... issued by bank..... and no..... dated..... issued by bank in a separate sealed cover for the process of selection of Kitchen Consultant cum Vendor for:
Campus Signage Design and Way Finding System

(Strike off whichever is not applicable)

- 5) We hereby submit Financial Proposal in a separate sealed cover marked "Financial Proposal for Development of Kitchen Mess at 1000 Boys' hostel, Amber hostel and Jasper Hostel for IIT (ISM) Dhanbad on Turnkey Basis in Main Campus of IIT (ISM) Dhanbad".
- 6) We also agree that IIT (ISM) Dhanbad, or their authorized representatives can approach individuals, employers and organizations, to verify our competence and general reputation.
- 7) We accept to abide by the terms and conditions of the selection process.

- 8) We give consent for public exhibition and publication of the material submitted by us and shall not claim any royalty from IIT (ISM) Dhanbad in this regard.

Thank you.
Yours faithfully,

Signature of Applicant/Authorized signatory:

Name of Signatory:

Designation:

Name and address of Applicant:

Contact number:

Fax:

Email:

Seal of the Organization

PERFORMA AGAINST WITHDRAWAL OF RFP

Whereas, I/we..... (Name of agency)..... have submitted bids (Name of work).....

I/we hereby submit following declaration.

- (1) If after the opening of RFP, I/we withdraw or modify my/our bid during the period of validity of RFP (including extended validity of tender) specified in the RFP documents,

OR

- (2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the RFP documents,

I/we shall be suspended/debarred/blacklisted for two years and I shall not be eligible to bid for any future works of IIT (ISM) Dhanbad done either by the Institute, CPWD or any Project Monitoring Consultant of the Institute from the date of issue of suspension/debar/blacklisted order.

Thank you. Yours faithfully,

Signature of Applicant/Authorized signatory: Name of Signatory: Designation: Name and address of Applicant: Contact number: Fax: Email: Seal of the Organization

FORM OF PERFORMANCE SECURITY (GUARANTEE)

Bank Guarantee Bond Format

Form of Performance Security (Guarantee) Bank Guarantee Bond-Format - I In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between..... and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. 1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government. 2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.(Rupeesonly) 3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment. 4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. 5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s). 7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing. 8. This guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this

guarantee is restricted to Rs. (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this 105 guarantee all our liabilities under this guarantee shall stand discharged. Dated the day offor.....(indicate the name of the Bank)

GUARANTEE / WARRANTY CERTIFICATE

Certified that the materials dispatched to you conform to the quality as per the specifications specified in our Technical Data Sheet and are guaranty/warranty for 12 months from the date of Installation from our works. The defective materials, if found any, shall be replaced free of cost or refund of the purchase price at the sole discretion of M/sHowever M/s.....shall not be responsible for any special, incidental, consequential (including lost profits) or punitive damages of any kind. The guarantee/warrantee does not cover for any defect caused by misuse or abuse of the product, damage caused by natural disasters, damage caused by unauthorized modification, defects caused by improper storage of the product or any such act of negligence.

For M/s.....

Invoice No. & Date

Your PO No. & Date

Kind Attn.:

Designation/Department:

Customer Address with Contact Details:

TIN:

Tel. /Mob:

Mail:

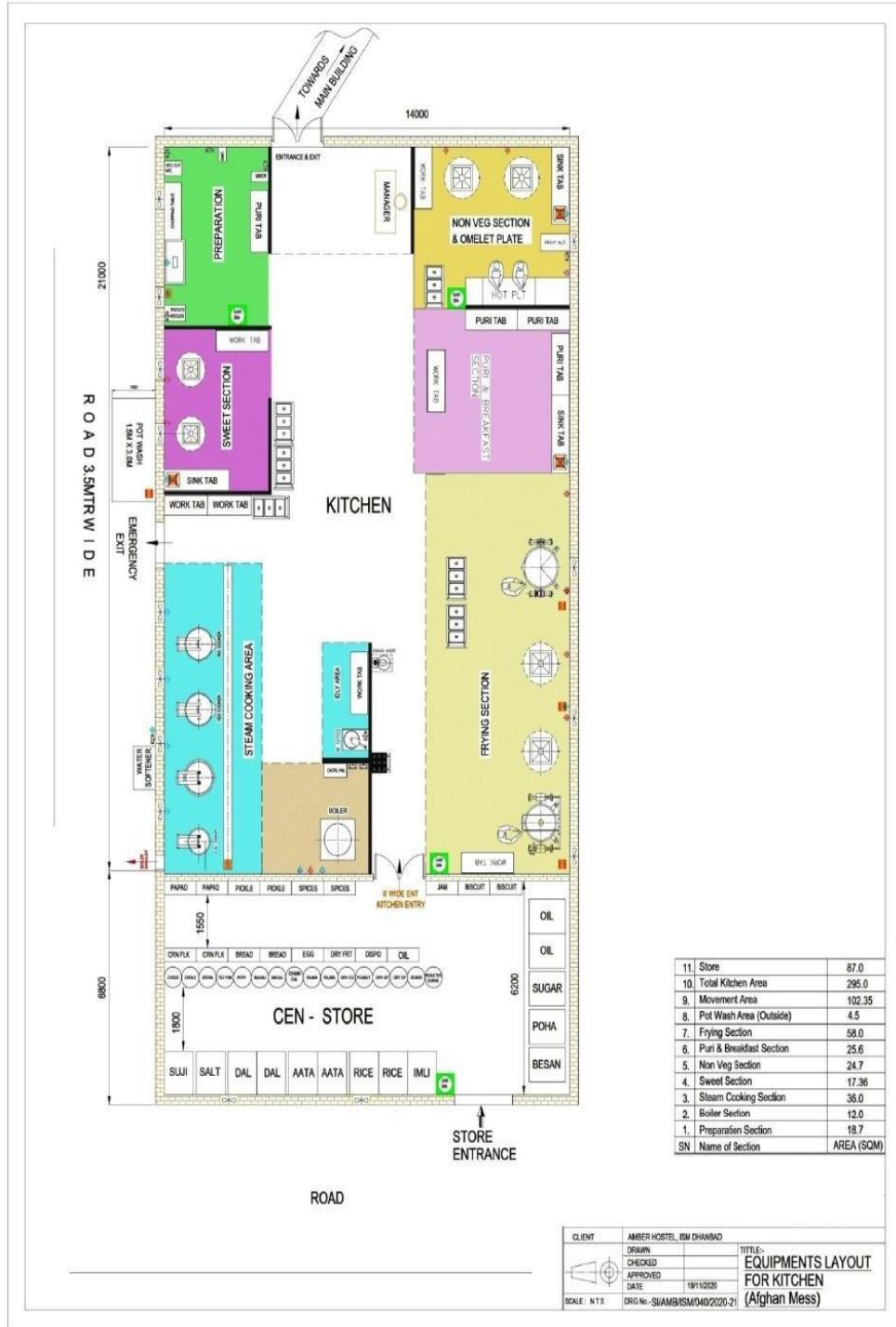
IMPORTANT DATES

The important information related to RFP is as following:

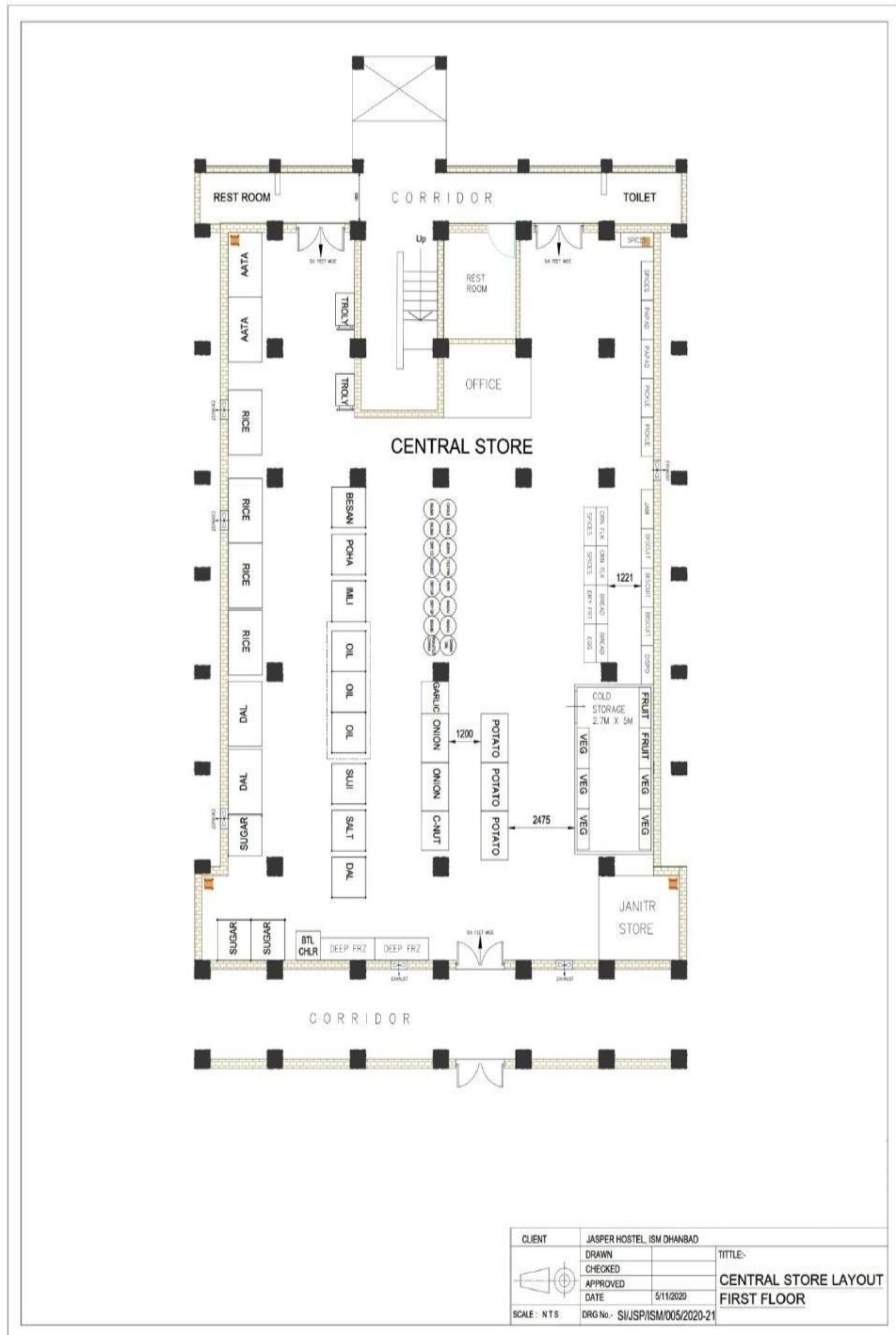
Date of Publishing of RFP	31 March 2022 (16:00 Hours)
Pre Bid meeting	11 April 2022 (16:01 Hours)
Last Date and Time for receipt of Queries	11 April 2022 (16:00 Hours)
Submission of RFP	25 April 2022 (16:00 Hours)
Opening of RFP	25 April 2022 (16:00 Hours)
eMail Address	<i>ecmu@iitism.ac.in</i>

DRAWINGS

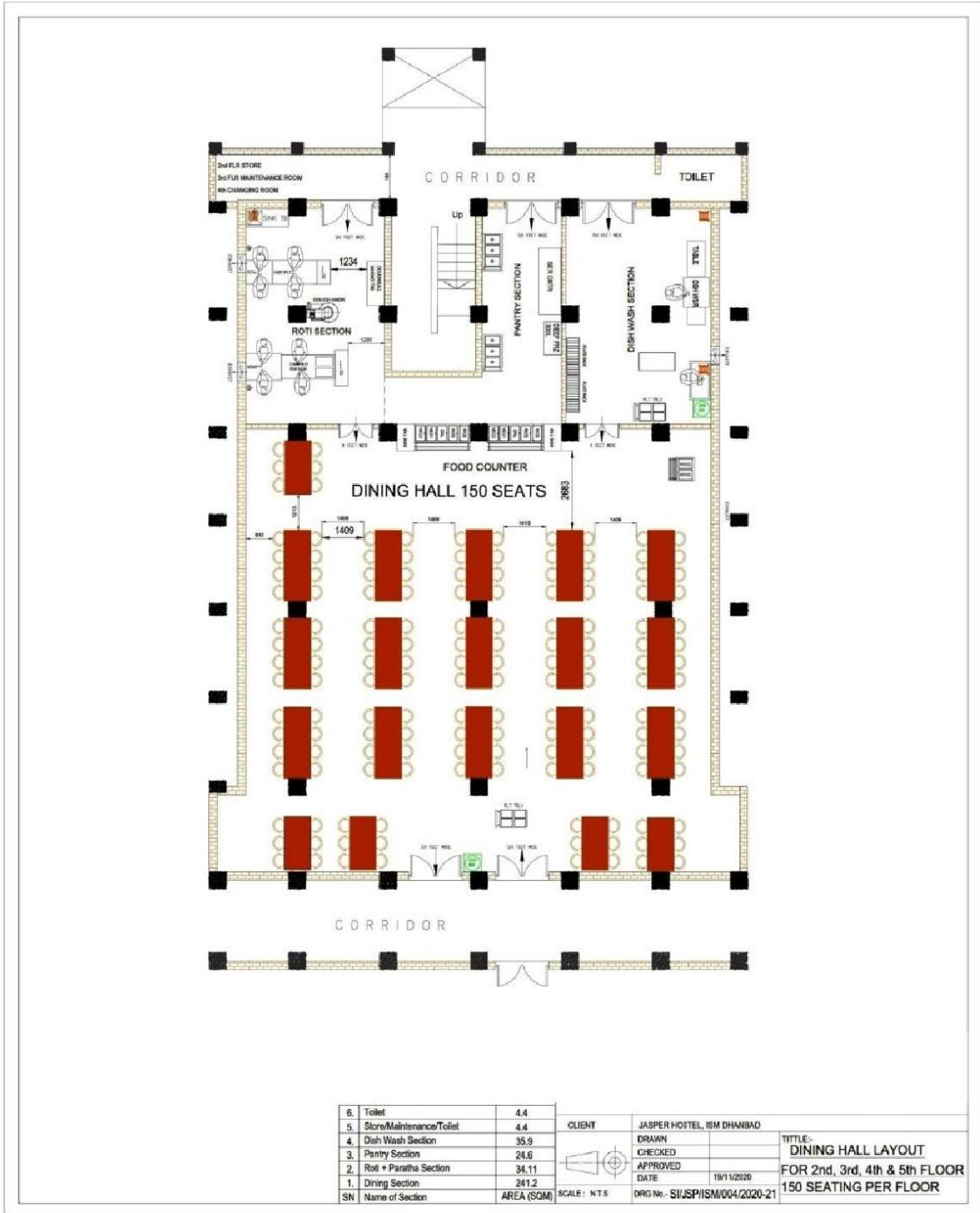
Architectural Layout of Kitchen Space in Amber Hostel Ground Floor



Architectural Layout of Kitchen Store in Amber Hostel First Floor

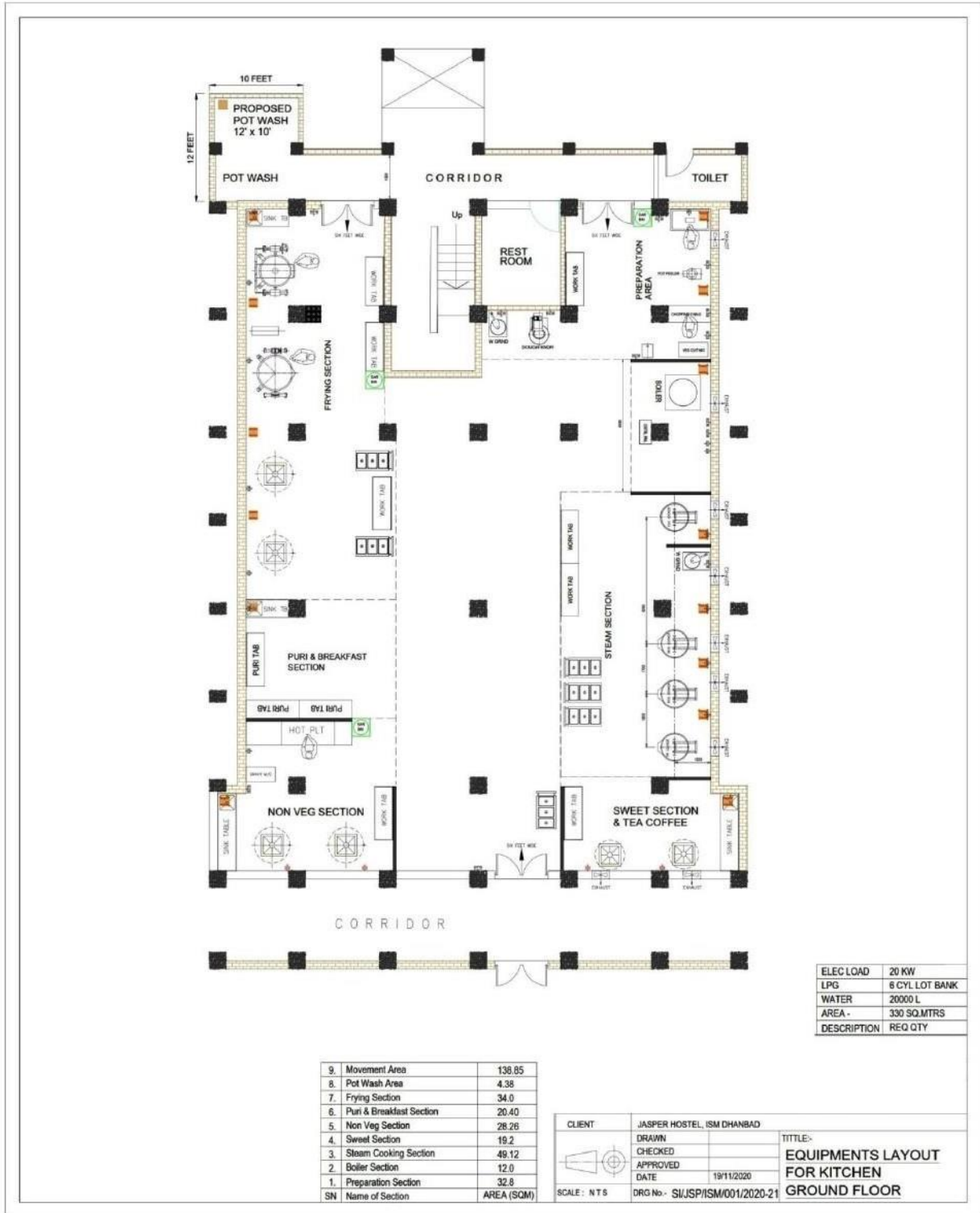


Architectural Layout of Kitchen Store in Amber Hostel
Second, Third, Forth & Fifth Floor

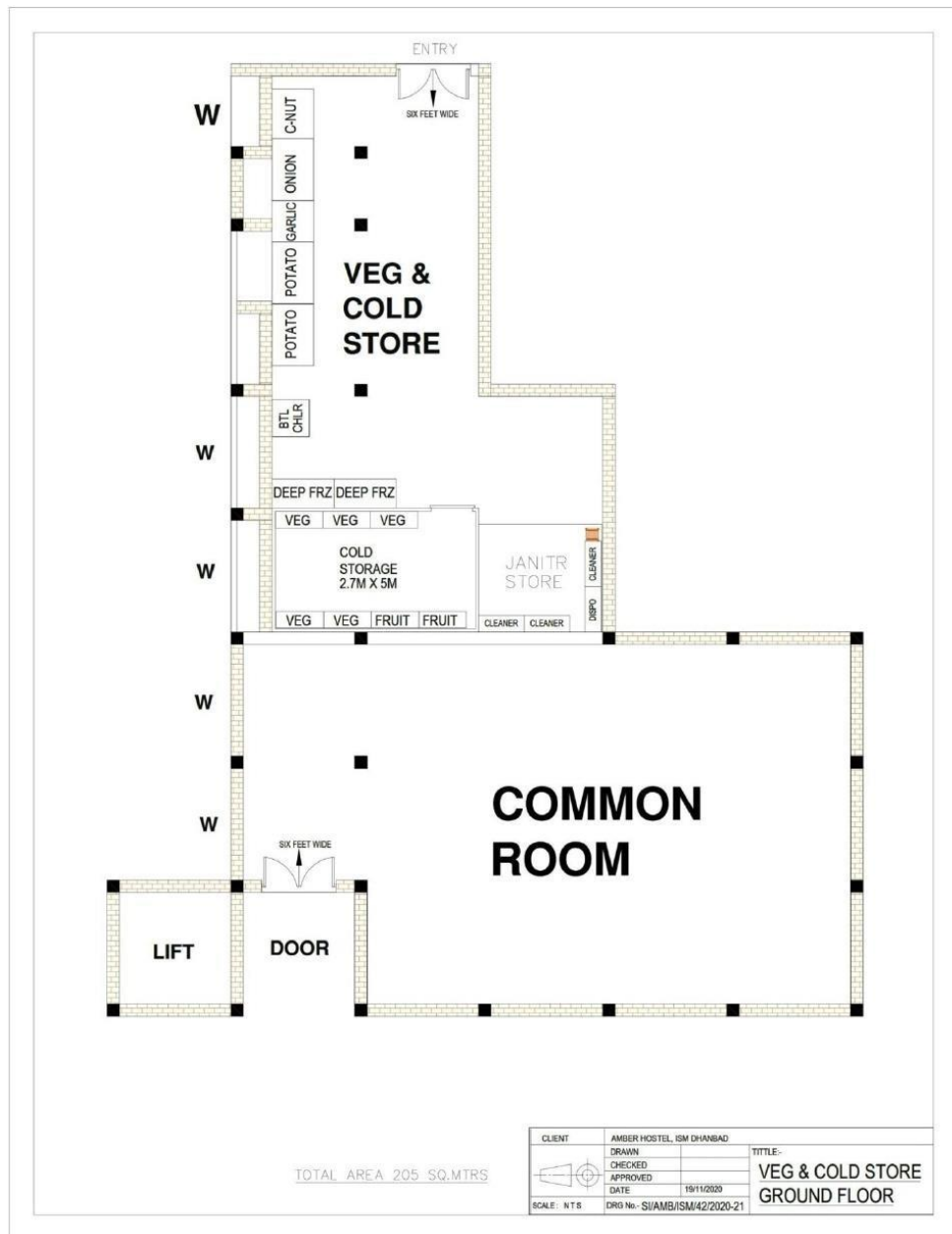


DRAWINGS

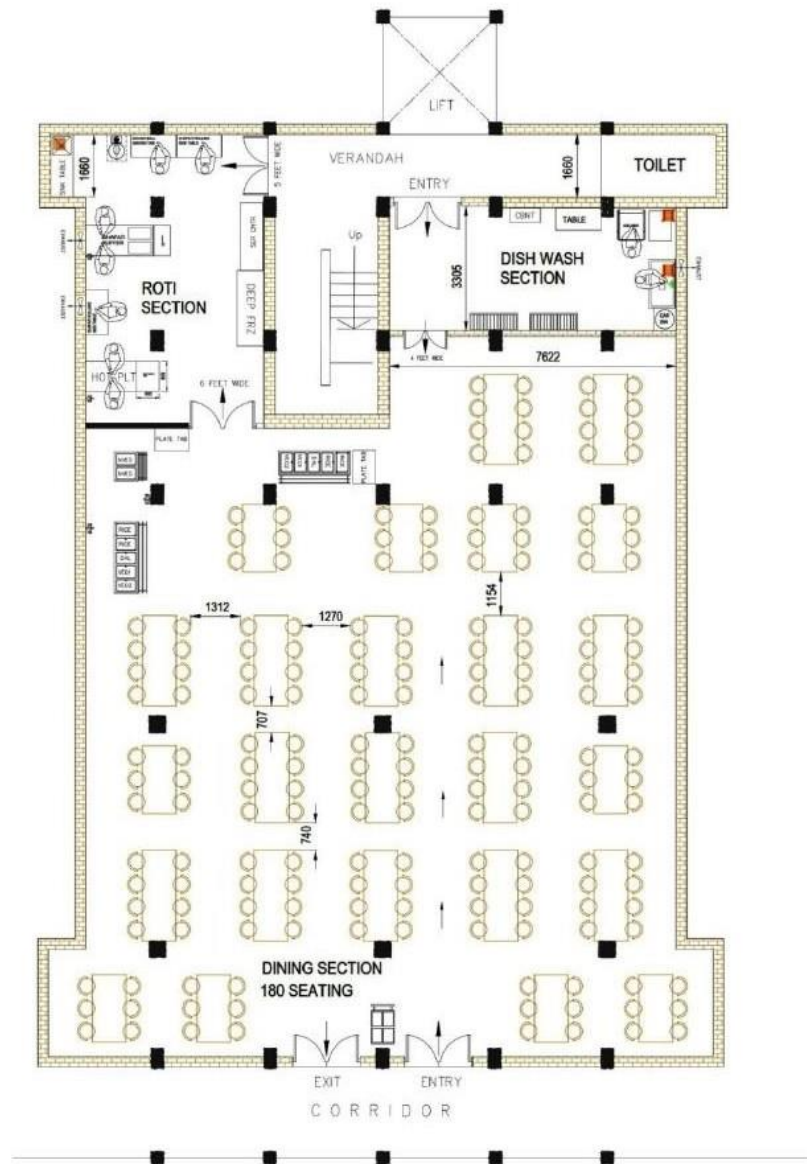
Architectural Layout of Kitchen Space in Jasper Hostel Ground Floor



Architectural Layout of Storage Space in Jasper Hostel Ground Floor



Architectural Layout of Sitting Space in Jasper Hostel First, Second & Third Floor



6.	Toilet	5.0
5.	Store & Maintenance Room	-
4.	Dish Wash Section	25.0
3.	Pantry Section	COMMON
2.	Roti + Paratha Section+ Pantry	38.0
1.	Dining Section	266.2
SN	Name of Section	AREA (SQM)

CLIENT	AMBER HOSTEL, ISM DHANBAD
DATE	19/11/2020
DRG No. -	SU/AMB/ISM/43/2020-21
SCALE:	N T S

TITLE:-
DINING HALL LAYOUT
1st, 2nd & 3rd, FLOOR
180 SEATING PER FLOOR

DRAWINGS

Architectural Layout of Kitchen Space in 1000 Rooms (2000 Seated) Boy's Hostel Ground Floor

