NIT No. AD-INS-264-22-23 Date: 16 March 2023

Corrigendum

Subject: Extension of date for submission and Opening of Bids for Shop for Fruit and Juice Corner

Particulars	Date & Time	
Last date and time for submission of tenders	**~~16.03.2023 at 11:00 A.M.~~**	**03.04.2023 at 11:00 A.M.**
Date and time of opening of tenders	**~~16.03.2023 at 15.00 P.M.~~**	**03.04.2023 at 15.00 P.M.**

The others terms & condition of the tender will remain the same

Deputy Registrar

INDIAN INSTITUTE OF TECHNOLOGY

(INDIAN SCHOOL OF MINES), DHANBAD

TENDER DOCUMENT

Notice Inviting Tender (NIT)

for

Shop for Fruit and Juice Corner

Tender No.: AD-INS-264-22-23

Date: **16 March 2023**

Bid Submission deadline: ~~16.03.2023, 11:00 A.M.~~/ 03.04.2023, 11:00 A.M

Tender Schedule

Particulars	Date & Time
Bid Security or Earnest Money Deposit	**Rs.25,000.00 (Rupees Twenty Five Thousand only)**
Start date and Time for Submission of Tenders	**23.02.2023 at 16:00 P.M.**
Pre-bid meeting	**02.03.2023 at 16:00 P.M.**
Last date and time for submission of tenders	**~~16.03.2023 at 11:00 A.M.~~/ 16.03.2023 at 11:00 A.M**
Date and time of opening of tenders	**~~16.03.2023 at 15.00 P.M.~~/ 16.03.2023 at 15.00 P.M**

DEPUTY REGISTRAR (PURCHASE & STORES)

Indian Institute of Technology (Indian School of Mines), Dhanbad

DHANBAD –826004 (INDIA)

www.iitism.ac.in, purchase@iitism.ac.in

GSTIN : 20AAAAI0686D1ZA

NOTICE INVITING TENDER

Subject: Tender for Shop for Fruit and Juice Corner

Quotations are invited for running the **Shop for Fruit and Juice Corner** in the premises of Indian Institute of Technology (Indian School of Mines) Dhanbad

1. Tender Number and tender submission deadline and contact details must be clearly mentioned on the envelope.
2. Offer should be submitted under TWO-BID system in two separate sealed covers i.e. "Technical bids" and "Price bid".
1. . Technical bids Part-I - First sealed cover: Should contain the Technical Offer along with all annexures / forms along with EMD as asked in the tender document. All the above-mentioned documents should be signed and stamped and to be submitted as Technical bids as acceptance of the terms and conditions. This first sealed cover should be clearly super scribed with —Part I - Techno-commercial bid against Tender no: AD-INS-264-22-23 dated 23.02.2023 – Shop for Fruit and Juice Corner at IIT (ISM) Dhanbad. Price indication in the Technical bids will be summarily rejected.

2. Price bid Part II -Second sealed cover – Price Bid: Should contain only Annexure II (Price Bid) (duly sealed and signed). Format provided in the tender document for price schedule should be followed and any other format will be liable for rejection. This second sealed cover should be clearly super scribed with —Part II - Price Bid against Tender No: AD-INS-264-22-23 dated 23.02.2023 - Shop for Fruit and Juice Corner at IIT (ISM) Dhanbad.

3. The above mentioned two sealed covers should be put in another big cover, sealed and should be super scribed as _Offer for Tender No. AD-INS-264-22-23 dated 23.02.2023 Shop for Fruit and Juice Corner at IIT (ISM) Dhanbad due date of opening 16.03.2023

Important Note: Offers submitted not in line with the above guidelines will be liable for rejection.

3. The offer must be submitted in **Two-Bid**. Tender should be dropped in the tender box kept in the office of **Purchase & Stores, IIT (ISM), Dhanbad– 826004 (Jharkhand, India)** only. Bids may be submitted by Speed Post / Registered post / Courier / By Hand in sealed cover only within the due date of tender submission. IIT(ISM), Dhanbad will not accept such bid if delivered/submitted to the office of the Deputy Registrar (Purchase& Stores section), IIT (ISM), Dhanbad after the submission deadline and such bids will be treated as Late bids / non-responsive bids. It will be the sole responsibility of the bidders that their bid should be submitted/delivered as per bid submission deadline. IIT (ISM), Dhanbad will not be responsible for any delay or transit loss or late delivery of bids to the office of the Deputy Registrar. All bids / correspondences should be sent to the following address only: "Deputy Registrar (P&S), IIT (ISM), Dhanbad, P.O. – Indian School of Mines (ISM), DHANBAD – 826004 (Jharkhand, India)".

4. Bid document(s) and all enclosures must contain the signature and seal of the authorised representative of the bidder.

5. Tenderer may also download the tender documents from the web site www.iitism.ac.in

INDIAN INSTITUTE OF TECHNOLOGY
(INDIAN SCHOOL OF MINES) DHANBAD

Tender Notice No.		**AD-INS-264-22-23**
Name of Work / Service		**SHOP FOR FRUIT AND JUICE CORNER**
Location		**To be fixed**
Area	**Closed Space Area (CSA X L.F.)**	**500 sq. ft. (Approx) (CSA X L.F.)**
	Open Space Area (OSA)	**@ 25 % of CSA (If Applicable)**
Tenure of the contract (maximum)		**5 years**
Monthly License fee	**Closed Space Area (CSA)**	**Rs. 21.45 / square feet + GST (applicable)**
	Open Space Area (OSA)	**@ 25 % of CSA + GST (applicable)**
Enhancement of License fee after every three years computed as per Annexure-II		**10%**
Electricity charges per month		**As per the actuals**
Water Charges		**As per the actuals**
Cleaning / Sanitation Charges		**@ Rs 03.00 / Sqft + GST (applicable)**
EMD Amount		**Rs. 25000/-**
Timing of the Outlet / Shop		**09:00 AM to 11:00 PM or as decided by the competent authority of IIT(ISM)**
Place of opening of tenders		**Purchase & Store Section, IIT (ISM), Dhanbad-826004**
Link to download the tender document		**(http://iitism.ac.in/tendernew/viewtender.php)**

Indian Institute of Technology (Indian School of Mines) Dhanbad

TENDER NOTICE No. AD-INS-264-22-23

Dated 23.02.2023

Indian Institute of Technology (Indian School of Mines) Dhanbad (hereinafter referred to as the 'Institute') established by the Parliament and incorporated as a body corporate, is an Institute of National Importance declared as such under the Institutes of Technology Act, 1961. The Institute is engaged in imparting education and research of the highest standards in the area of Technology and Science. The campus is fully residential, and 10000 (approx.) residents reside on the campus during monsoon and winter semesters.

The Institute intends to allot space on a fixed license basis to the willing bidder for opening a Fruit & Fruit Juice outlet having the experience to operate such an outlet under its ownership/proprietorship to cater to the need of the campus community.

- Bids are accordingly invited on behalf of the Indian Institute of Technology (Indian School of Mines) Dhanbad from the interested parties for running Fruit & Juice Corner with the items as detailed in Table 1.

Table 1 List of Items for the Fruit & Juice Corner

Sl. No.	Name of Items
1.	Banana Shake (200 ml)
2.	Mango Shake (200 ml)
3.	Badam Shake(200 ml)
4.	Cold Coffee (200 ml)
5.	Lassi (200 ml) (Live Counter)
6.	Butter Milk (200 ml)
7.	Oreo Milk Shake (200 ml)
8.	Fresh Lime soda (200 ml)
9.	Masala Nimbu Pani / Sikanji (200 ml)
10.	Pomegranate Juice (200 ml)
11.	Pineapple Juice (200 ml)
12.	Orange Juice (200 ml) / Mosambi Juice (200 ml)
13.	Water-melon Juice(200 ml)
14.	Grapes Juice (200 ml)
15.	Fruit Salad (150 g) (Minimum 05 seasonal fruits)
16.	Beetroot / Carrot Juice (200 ml)
17.	Fresh Coconut water / Dabh (200 ml)
18.	Ice-cream per scoop with above shakes
19.	Fresh Seasonal Varieties of Fruits as per market rate and will be checked by the competent authority

1) The prescribed bid form shall be duly filled by the bidder in all respects and should be sent to the office of Purchase & Store Section, IIT (ISM) Dhanbad, as detailed on Page No. 2:
2) The tenders will be opened on the prescribed date and time as mentioned on Page No. 2 of this document in the presence of the Committee of the Institute and the authorized representative(s) of the bidding parties.
3) The Financial bids of technically qualified bidders shall only be opened.
4) The Institute reserves the right to accept/reject any tender without assigning any reasons.

Appendix-A

GUIDELINES FOR TENDER

General

1. The contract shall be awarded to the successful bidder who will have minimum sum of weighted cost of all the listed items, which shall be run under certain conditions (which are stipulated hereinafter and in the terms and conditions of the contract, i.e., Appendix-B)
2. Each and every page of the bid must be duly signed by the bidder.
3. If the bidder is a dealer/agency, there must be a valid authorization certificate from the competent authority/Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. **Any bid without bidder signature on each page and without valid authorization certificate may/shall be rejected without assigning any reason.**
5. Overwriting or cutting in bid documents must be avoided. However, if any overwriting or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The bidder is not allowed to make any additions/alterations to the tender paper. Such additions and alterations shall be at the bidder's own risk and shall render the tender to be summarily rejected. **Conditional tenders shall not be accepted.**
7. The bidder shall give his/her complete permanent and correspondence address in Annexure-I and shall also furnish/attached proof thereof.
8. The bidder whose bid is accepted shall submit a ₹ 100/- Non-judicial stamp paper at its own cost to the Office of Dean (Administration) for preparing the contract agreement to be signed by both the parties.
9. Prices of all items must be in Indian rupees and must be inclusive of GST and all other taxes.
10. **Pre-Bid Meeting:-** A Pre-bid meeting will be held on 02.03.2023 at 16.00 P.M in the New Conference Hall, Administrative Building. The interested bidders may attend the Pre-Bid meeting at their own cost, if they so desire.

Eligibility Criteria

1. Must have experience of running similar outlet(s) for at least a period of 03 years. Relevant Registration (Under Shops & Establishment Act.)/Agreement documents/Work Order/should be attached as a proof with the bid document.
2. The bidder should have a valid GST number that is registered before three years.
3. The bidder should have an average annual **turnover of at least 20 lakhs/year** for the last three years (i.e., 2019-20, 2020-21, 2021-22).
4. Those who are running such outlets on a Franchise name are also eligible for providing the registration documents on the individual/company's name.

Note: Any firm/bidder not fulfilling any of the above-mentioned criteria duly supported by the documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

Earnest Money Deposit (EMD)

1. Every bid must be attached with an Earnest Money Deposit, as mentioned on Page No.2, in the form of DD (Demand Draft) in favor of the "Registrar, IIT (ISM) Dhanbad". Any bid which is not accompanied by the earnest money deposit shall be summarily rejected. Any bid accompanied by any other mode of payment in lieu of earnest money shall also be rejected.
2. The earnest money of the successful bidder will be liable to be forfeited as a liquidated damages in the event of any evasion, refusal, or delay on his part in signing the agreement.
3. The earnest money of the bidder who withdraws its tender in breach of conditions of the contract and who evades or refuses to sign the contract bond after acceptance of this tender within the period of its validity will also be liable to forfeiture.
4. The EMD of unsuccessful bidders shall be refundable to them after completing the bidding process.
    a. The EMD should be valid for a period of a minimum of three months from the date of award of the contract.
    b. The EMD of the bidder whose bid is finally accepted shall be returned on deposit of the PBG (Performance Bank Guarantee)/Security deposit as stipulated in the Terms & Conditions in Appendix-B.

Performance Bank Guarantee / Security Deposit (to be submitted by the successful bidder after awarding of contract):

The successful bidder to whom the bid will be awarded have to deposit a Performance Bank Guarantee/Security deposit in favor of "Registrar, IIT (ISM) Dhanbad" payable at Dhanbad of State Bank of India and which should be valid for next three months after the completion of the contract duration: **Security amount shall be Rs. 1,00,000/-.**

Documents to be attached with the tender

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

a. Registration certificate of the firm / shop / establishment
b. Income Tax Registration Certificate / PAN No.
c. GST Registration Certificate No.
d. Details/particulars of the firm submitting the bid in Annexure-I
e. The total number of the existitng outlet(s) and their details.
f. Earnest Money Deposit (EMD) as mentioned on Page-2.
g. Address proof along with Aadhar Card
h. Government Identity Card of individual applicant/person signing the bid.
i. Chattered Accountant (CA) certified copy of annual turnover for 2019-20, 2020-21, and 2021-22.
j. Copy of Income Tax Returns for 2019-20, 2020-21, and 2021-22.
k. A copy of experience in running a Fruit and Fruit Juice Outlet at least for a period of a minimum of three years, along with documentary proof.

Submission of Bid

The bid shall be submitted in two parts, i.e. **(i) Technical Bid and (ii) Financial Bid**:

(i) Technical Bid:

The technical bid shall consist of the entire tender document, i.e., Appendix-A, Appendix-B, and Annexure-I, II and III, along with all the supporting documents as detailed above should be attached.

(ii) Financial Bid:

(a) The financial bid shall be submitted in Annexure-II only.

(b) In case of a tie-in financial bid, the bidder who is operating maximum number of

outlets will be given preference.

(c) In case of a tie in the point no. (b), the bidder with maximum turnover will be given preference.

(d) In case of a tie in the point no. (b) & (c), the bidder with maximum number of experience (in years) of running similar outlet will be given preference.

INDIAN INSITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES), DHANBAD

TECHNICAL BID

TECHNICAL EVALUATION OF COMPLIANCE SHEET			
S.No.	**Eligibility Criteria**	**Bidder will mention the Page No. (as per Tender document)**	**Document Submitted (Yes/No)**
1	Must have experience of running similar outlet(s) for at least a period of 03 years. Relevant Registration/Agreement documents/Work Order should be attached as a proof with the bid document.	Page No. _____	
2	The bidder should have a valid GST Registration Number that is registered before three years (i.e., 2019-20, 2020-21, 2021-22)	Page No. _____	
3	The bidder should have an average annual **turnover of at least 20 lakhs/year** for the last three years. Chattered Accountant (CA) certified copy of annual turnover for 2019-20, 2020-21, and 2021-22.	Page No. _____	
4	Those who are running such outlets on a Franchise name are also eligible for providing the registration documents on the individual/company's name.	Page No. _____	
5	Number of outlets operational for the similar items. Please enclose relevant documents.	Nos. of outlets _____. Page No. _____	
6	Average of Annual Turnover (in lakhs) for the last three years (i.e., 2019-20, 2020-21, 2021-22).	Average Turnover _____. Page No. _____	

Other Information

1. Any bid received after the stipulated date and time, as mentioned on Page No. 2 of this document, shall be summarily rejected and will not be considered under any circumstances, whatsoever the reason, and no explanation to the effect such as delay in submission has been caused due to postal lapse, shall be entertained.
2. The tender will remain valid for 90 days from the date of opening of the bids. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 90 days and will have no right to withdraw the same before the expiry of the said period. In case, intimation of its acceptance is issued to the bidder at a later date; the bidder shall be competent to refuse.
3. The party, whose tender is accepted will have to sign an agreement within 30 days from the award of the tender, failing of which the EMD will be forfeited, and the acceptance of its tender may be annulled at the discretion of the Institute.
4. The tenders that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
5. The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Bidder _____

Name_____

Full Address _____

_____

_____

Paste Recent Photograph

Telephone / Mobile No.: _____

Email ID: _____

TERMS & CONDITIONS OF CONTARCT

Duration of the contract

The tenure of the contract is maximum 5 years as mentioned on Page No 2. The duration of the contract will be initially for a period of **THREE YEARS** from the date of signing the contract. The first six months is the probation period, and on satisfactory completion of the probation period, the contract will automatically be extended for the rest of the years, i.e., the next two years & six months. Further, the contract shall be extended annually (one year at a time) for two more years based on past performance. Under any circumstances the contract shall not be extended for more than **FIVE** years.

License Fee, Electricity and Other Provisions for Licensed premises

1. The bidder shall be liable to pay the amount of the monthly license fee @ Rs 21.45/Sqft + GST for Closed Space Area (CSA X L.F.) and the monthly license fee @ 25% of CSA + GST for the Open Space Area (OSA) (if applicable).
2. In case of failure to pay the License fee within the stipulated time as aforesaid, the bidder shall be liable to paya penalty of Rs. 1000 per week over and above the License Fee on a cumulative basis towards delay charges.
3. The sanitation/cleaning charges will be @ Rs 03.00/Sqft + GST on the total area on which license fee will be paid by the Bidder i.e. (CSA + OSA) Sqft. It will be the sole responsibility of the bidder to maintain cleanliness and proper hygiene of the allotted space and its surrounding.
4. Besides, the bidder shall also be liable to pay the electricity charges on an actual consumption basis to the Account section at the prevailing rates along with the payment of the monthly License fee. For this purpose, there shall be a meter installed in the outlet by the Institute. The electricity charges shall, however, be subject to revision/change from time to time which shall be payable by the bidder as aforesaid at the then prevailing rates.
5. In case of non-payment of electricity charges in time, the bidder shall be bound to pay the penalty towards belated payment @ 5% per month of actual dues (to be rounded off) over and above the bill. Further, if the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice on this behalf.

6. The Water-Charges will be @ Rs. 10 per kiloliter (as applicable) + GST if there is an installation of Water-meter in commercial space. If there is no installation of the Water-meter then a flat rate of @ Rs. 500/- + GST will be charged from the commercial establishment. The bidder will pay the water bill as per the revision from time to time and as per the institute's norms.
7. Non-payment of License fees, electricity charges, and cleaning & maintenance charges within the time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute and which shall not be challenged by the bidder under any circumstances, whatsoever in any court of law.
8. The bidder shall use the premises ONLY for which it has been allotted by the Institute under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract with immediate effect.
9. The bidder shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the office of Dean (Administration). The bidder shall always use the premises in a prudent and careful manner as if it were his own.
10. **Penalty Clause**: The bidder shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at behest of the CEC. Such penalty or fines shall be imposed through the Office of Dean (Administration) according to the nature of the complaints. The first penalty in such case would be to the tune of Rs. 5000/- , the second penalty in the tune of Rs. 10000/- , and the third penalty in the tune of Rs. 20000/- or such higher penalty as deemed fit be the CEC/Institute.
11. The list of other incidents for the imposition of the penalty are listed below:

    (a) Adulteration of food items/Supplying stale/rotten fruits/Using material for making juice and shakes which has crossed the date of expiry. (b) Recurrent occurrences of insects and/or foreign objects found in any item. (c) Quantity less than as prescribed of any commodities/items (d) Packaged items even though served inclusive all taxed should not be charged above MRP (e) Recurrent complaints of unclean utensils (f) Non-compliance on hygiene of shop area, sitting hall, work-station, stores or anywhere inside the premise of allotted space. (g) Non-compliance of environment friendly waste disposal methods. (h) The penalty for unsatisfactory and substandard service. (i) Non display of

discount/menu price at shop. (j) Any other recurring service deficiency not listed above, and not rectified even after repetitive communication from IIT(ISM).

12. The successful bidder will display the menu rates and prices on a display board (of at least 03'X1.5' size board) in front of the allotted space.
13. **Location Visit:** The Bidder may visit the location of Shop of Fruit and Fruit Juice on any working day from Monday to Friday from 11:00 AM to 4:00 PM.

Outlet/Shop Timing, Items, Prices, Facilities and Services etc.

14. Timing of the outlet/shop shall be as mentioned on Page No. 2. Running the shop/outlet beyond this time shall be carried out only with the prior permission of the Office of Dean (Administration).
15. The shop/outlet shall operate on all seven days of the week and there shall be no holiday under any circumstances. It may be closed only with the prior instructions/approval of the Office of Dean (Administration).
16. All items mentioned in Table 1 of Annexure-I must be available in the shop/outlet. However, the Institute, through Commercial Establishment Committee (CEC) may add or delete any number of items to the shop/outlet either suo-moto or on the recommendation of the designated committee.
17. All necessary furniture and other infrastructure shall be provided and maintained by the Bidder itself.
18. The facility of Payment through BHIM, UPI, Credit /Debit Card, etc., should be made available.
19. Further, the bidder shall maintain a display board on its shop of size 12 inches x 18 inches which shall contain the following information:

    Name of the Bidder:
    Activity of the Outlet:
    Name of Authorized Person:
    Mobile Number:
    Land Line No:
    Timings of shop:
    License Valid Up to:
    Rate of the items:

20. The bidder should provide the cash memo/bill of the sold items to customers.
21. Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. A list of emergency numbers should be displayed in a prominent place of the shop/outlet. First-aid measures should also be available in outlets for emergencies.
22. Small sets of services/items for sale along with the price list should be prominently displayed in a legible font. A printed price list should also be available. All items on the price list should be made available to the customer.
23. The bidder shall have to provide proper and smooth services to the customers to their satisfaction.
24. Any loss to the Campus residents with regard to the services provided by the bidder shall be the responsibilityof the bidder. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
25. All the items prescribed as per the tender agreement should be made available at all times. Permission for any alteration, addition, or deletion should be obtained from the office of the Dean (Administration) along with the prices of respective items.

Liability of Goods & Services Tax (GST) and Other Taxes

26. The service provider will be sole responsible for the compliance of all labour welfare like payment of minimum wages, EPF and ESI (as applicable) to their staffs. IIT (ISM) Dhanbad will not be responsible for any payment to the staffs hired by the service provider. The bidder will be liable for all the compliances of State/Central Govt. statutory.
27. The service provider will engage/appoint their staff(s) as per the terms and conditions and guidelines of GoI.
28. The bidder shall be absolutely liable for payment of GST to the respective department on items sold in the shop/outlet. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
29. The bidder shall further be liable to pay to the Institute GST at the rate applicable from time to time on the License fee payable by the bidder. GST shall be payable over and above the License Fee and Office concerned shall, for accounting purposes, issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.
30. The bidder shall also be liable to pay all other taxes, levies and other legal payables that

may be applied by the Government, local authorities and other competent forums from time to time.

31. The bidder shall not tamper with the trees, plants, shrubs, hedges, lawns, and flowers standing or maintained on or around the said outlet or in other places of the campus.
32. The bidder shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extensions to the electricity or water supply lines without the specific written permission of the Licensor in this behalf.

Quality, hygiene & cleanliness

33. The bidder shall maintain the quality in goods/items to be sold / services to be provided. There shall be no compromise in regard to the quality of items to be sold / services to be provided in the shop/outlet premises.
34. The bidder shall maintain full hygienic conditions in the shop/outlet, in storage and in keeping the floor, furniture neat and clean, so as to maintain the standards and aesthetic values in the Shop/outlet. The bidder shall also have to make his own arrangements for the safe storage of materials.
35. Dean (Administration)/CEC/or his representatives shall inspect the shop at any time as required.
36. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
37. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done on regular basis to control the harmful insects and rodents.
38. Unusable/old/not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.
39. Usage of plastic bags is strictly PROHIBITED and the same shall not be used under any circumstances, whatsoever. Instead use of Paper bags / plates / cups / etc. is encouraged.

Directives of CEC and Dean (Administration)

40. The bidder shall carry out the work in accordance with this contract and the directives of the office of Dean (Administration) and to the satisfaction of the Director through the CEC. The CEC may, from time to time, issue further instructions, detailed directions and

explanations in regard to:

(a) The variation or modification in the list of items/services including additions/omissions / substitution.

(b) The removal from the site of any material thereon by the bidder and the substitution of any other materialsthereon.

(c) Inspection of materials and other equipment, etc., whenever required.

(d) Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

Deployment of Workmen

41. The bidder shall employ in running the outlet only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well-behaved and rules compliant.
42. The bidder shall neither employ any child labour nor any worker who is below 18 years of age.
43. No female employee shall be allowed to work in the shop during the night, i.e., beyond 8:00 pm.
44. All the workers shall invariably carry their ID Cards (to be provided by the bidder at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
45. The bearers for servicing in the outlet will be provided uniforms by the bidder during the working hours at its own cost and they are required to wear them in neat and tidy manner uniforms during working hours.
46. The Bidder shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
47. The bidder shall be bound to remove any such worker and disallow him/her from entering into the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
48. The bidder shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The bidder shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above-mentioned matters.
49. The bidder shall be absolutely liable in regard to any dispute or other matters concerning

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

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

Compliance of Statutory Obligations and Other Provisions

51. It is understood that a number of enactments and laws would apply to the bidder, which are supposed to be complied by the bidder in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
52. The bidder shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational Institute, as per the provisions of the **Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003**.
53. The bidder shall be liable to ensure compliance of all enactments, rules, regulations (as applicable) and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc. On award of contract, the vendor shall mandatorily apply for FSSAI License within one week and shall get the license before the end of the probation period (if applicable). A copy of the same should be submitted to the Office of Dean (Administration).
54. The Bidder shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the licensee's failure, as well as the Institute's license fee, electricity charges and other dues etc. The licensee shall pay all such dues to the Institute within fifteen days from the receipt of the letter issued by the Institute on this behalf failing which; the same would be recovered/realized from the

licensee's security deposit.

55. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the bidder or for its illegal actions, the Institute would have the right to realize from the bidder all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
56. The bidder would comply with all guidelines/instructions issued by the Office of Dean (Administration) in consultation with the CEC besides following other Institute Orders/instructions of security authorities concerning the security/safety issues and Institute discipline.
57. The Bidder shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

Security Deposit

58. In case of, in which under no clause(s) of this contract, the bidder shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the bidder by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the bidder shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at libertyto adopt such legal recourse, as it may deem appropriate at the time.
59. If the bidder breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

Complaint Mechanism

60. The bidder shall maintain a complaint book in the outlet wherein the consumers may register their complaints.The complaint book shall be produced every month on the first

working day before the Dean (Administration) (through the warden In-charge, if the shop is located in the hostel) for necessary action.

61. The complaints shall be removed or dealt with by the bidder on a priority basis on issues that concern the bidder and a compliance report thereon, shall be submitted to the Office of Dean (Administration) along with the production of the complaint book.
62. The bidder shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at be behest of the CEC. Such penalty or fines shall be imposed through the Office of Dean (Administration) according to the nature of the complaints. The first penalty in such case would be to the tune of ₹ 5000/- , the second penalty in the tune of ₹ 10000/-, and the third penalty in the tune of ₹ 20000/- or such higher penalty as deemed fit by the CEC / Institute.
63. However, if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

Termination of Contract

64. The contractor/party cannot leave the contract during the contract period. In case the contractor rescinds the contract the bank guaranty/security deposit shall be forfeited.
65. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall hand over the vacant possession of the licensed premises within 15 days of the contract coming to an end. Failure to hand over the vacant possession of the premises as aforesaid, would render the contract to pay the penal damages to the Institute @ 50 times of the existing flat rate license fee of the premises shall be charged for the 1st month which shall increase in telescopic method from 2nd month onwards i.e. for 2nd month – damages + 10% of rate of damages; for 3rd month – damages + 20 % of rate of damages. For 4th month – damages + 40% of rate of damages and so on, limited to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the Institute at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract.
66. The Institute shall further be within its absolute rights to enter the premises and assume

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

Assignment & Subletting:

67. The bidder shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written the consent of the Institute. The whole of the charge included in the contract shall be executed by the Bidder or his authorized competent representative(s). The bidder shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the bidder itself.
68. If at any time, it is detected that the outlet has been sublet or assigned to any other entity by the bidder, the Institute would be at liberty to terminate the contract forthwith without giving any time to the bidder and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
69. In case of subletting is proven, the rates of damages will be calculated at two times of damages (as mentioned in Clause-65 above) for 1stmonth; two times of damages + 10% two times of damages for 2nd month; two time of damages + 20% two time of damages for 3rd month; two times of damages + 40% two times of damages for 4th month and so on, limiting to maximum 5 times of damages charges in such cases.
70. The entire business of the outlet shall be carried out in the name and at the behest of the bidder.
71. The bidder or his authorized/competent representative whose intimation would be provided in writing in advance to the Office of Dean (Administration), shall at all times be available in the outlet and the business of the outlet shall not be carried out by any other person/ entity under any circumstances.
72. In the normal course, the bidder or his authorized competent person should be available in the shop/outlet. However, if for any reason, the bidder is not in a position to be available in the outlet consecutively for more than 3 days, a prior permission will have to be obtained

from the Office of Dean (Administration), failing which, it will be deemed that the bidder has violated an essential condition of the contract and the bidder may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

Contract Documents and their interpretations

73. The original agreement shall remain with the Institute while a photocopy thereof may be retained by the bidder, if it so wishes.
74. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the bidder along with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

Jurisdiction

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

Date:_____ Signature of the Bidder_____

Name of the Bidder _____

Seal

Annexure-I

Part-I

APPLICATION FOR RUNNING AN OUTLET IN IIT (ISM) DHANBAD

Name of the Applicant
(If an individual)/Firm: ----------
Father's Name: ----------
Address of self and Firm ----------
Phone No. /Mobile No. ----------
Email ID: ----------
Aadhar No: ----------

Details of EMD

a. Amount : ₹_____/-

b. DD/ FDR No. : _____

c. Dated : _____

d. Bank & Branch: _____

GST No.: ----------
PAN No.: ----------
Experience, if any (in years): ----------
Name and address of two responsible persons as guarantors:

Name: Aadhar No: Address:	Name: Aadhar No: Address:

Declaration:

I hereby undertake –

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the Outlet premises and handover it to the Institute whenever a notice is served.
3. That I bind myself to the terms and conditions of this tender document.

Date:_____ Signature of the Bidder _____

Seal:

Part-II

DETAILS TO BE FILLED BY THE BIDDER:

IN CASE THE BIDDER IS A FIRM	IN CASE THE BIDDER IS AN INDIVIDUAL
Income Tax Registration Certificate/PANNo._____	Income Tax Registration Certificate/PANNo._____
GST Registration Certificate/No._____ Document Enclosed: Yes/No	GST registration of the last work._____ Document Enclosed: Yes/No
Registration certificate _____ Document Enclosed: Yes/No	Not required
No of years of experience _____ Document Enclosed: Yes/No	No of years of experience _____ Document Enclosed: Yes/No
In case of person signing the bid on behalf of the Firm,enclose authority letter.: Yes/No	In case of person signing the bid on behalf of the Party, enclose authority letter: Yes/No
Annual turnover for last three years, i.e., 2019-20, 2020-21, 2021-22 with income tax return certificate.	Annual turnover for last three years, i.e., 2019-20, 2020-21, 2021-22 with income tax return certificate.
FDR/TDR/DD No._____ Issuing Bank Name_____ Date of issue_____	FDR/TDR/DD No._____ Issuing Bank Name_____ Date of issue_____
EMD details	EMD details
Deposited security money details	Deposited security money details
Aadhar No. of Individual:_____ Document enclosed: Yes/No.	Aadhar No. of Individual:_____ Document enclosed: Yes/No.

Signature of the Bidder_____

Seal:_____

Annexure-II

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

PRICE BID

(To be submitted separately along with Price Bid)

Sl. No.	Name of Items	Price required to be offered for the Items		
		Minimum quoted rate by the bidder (A)	**Weight Factor (B)**	**Calculated weighted cost (C) = A x B (To be filled by the bidder)**
1.	Banana Shake (200ml)		**5**	
2.	Mango Shake (200ml)		**5**	
3.	Badam Shake(200ml)		**8**	
4.	Cold Coffee (200ml)		**8**	
5.	Lassi (200ml) (Live Counter)		**8**	
6.	Butter milk (200ml)		**3**	
7.	Oreo Milk Shake (200ml)		**5**	
8.	Fresh Lime soda(200ml)		**3**	
9.	Masala Nimbu Pani /Sikanji (200ml)		**3**	
10.	Pomegranate Juice (200ml)		**8**	
11.	Pineapple Juice (200ml)		**3**	
12.	Water-melon Juice(200 ml)		**3**	
13.	Grapes Juice (200 ml)		**3**	
14.	Mosambi Juice (200 ml)/ Orange Juice (200ml)		**8**	
15.	Fruit Salad (150 g) (Minimum 5 seasonal fruits)		**8**	
16.	Beetroot/Carrot Juice (200 ml)		**3**	
17.	Fresh Coconut water/Dabh- 200mL		**8**	
18.	Rate of Ice-cream per scoop with above shakes		**8**	
	Total Calculated Weighted Cost (Sum of C)			
19.	Fresh Seasonal Varieties of Fruits as per market rate and will be checked/regulated by the Competent Authority			

- **The Contract will be awarded to the bidder, who will score a minimum sum of the weighted cost of all the listed items in Annexure II.**
- **Note: In case of quoted percentage/calculation having decimal places, only the first two digits after decimal will be considered, without any rounding off for third and more digits.**
- **The following formula will be used for calculation of the weighted cost:**

Total Weighted Cost = Sum of calculated weighted cost for items 1 to 18 of Annexure-II.

Date:

Signature of the Bidder: _____

Name of the Bidder: _____

Address: _____

Phone No.:_____

E_mail: _____

Seal:

Annexure-III

Declaration of the Offered Price for the Items

To

The Registrar

IIT(ISM) Dhanbad

Dhanbad - 826004

Respected Sir,

I/We Proprietor/ Partner(s) of M/s, _____ hereby, declare an offer of a quoted rate as mentioned in Column 'B' of Annexure – II of the tender document for running shop for Fruit and Fruit Juice to the IIT(ISM) Community.

Date:

Signature of the Bidder: _____

Name of the Bidder: _____

Address: _____

Phone No.:_____

E_mail: _____

Seal: