



**TENDER DOCUMENT**

Notice Inviting Tender (NIT)

for

**Running of Chinese Stall/Thela**

Tender No.: SAE-INS-081-24-25

Date: **09.08.2024**

**Tender Schedule**

Particulars	Date & Time
Bid Security or Earnest Money Deposit	Rs. 1000.00 (Rupees one thousand only)
Date of publication of Tender	09.08.2024
Pre-bid meeting	16 .08.2024 at 11:45 A.M.
Bid submission start date	17.08.2024
Last date and time for submission of tenders	29.08.2024 at 05:00 P.M.
Date and time of opening of tenders	30.08.2024 at 12:30 P.M.

**DEPUTY REGISTRAR (PURCHASE & STORES)**

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

**DHANBAD –826004 (INDIA)**

[www.iitism.ac.in](http://www.iitism.ac.in), [purchase@iitism.ac.in](mailto:purchase@iitism.ac.in)

**GSTIN : 20AAAAI0686D1ZA**

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

<b>Tender No.</b>	SAE-INS-081-24-25
<b>Name of Work / Service</b>	<b>Chinese Stall/Thela</b>
<b>Place</b>	<b>Near Basket Ball Court, IIT (ISM) Dhanbad.</b>
<b>License Fee</b>	<b>Rs. 500 plus GST (as applicable) Per month.</b>
<b>Tenure of the contract (maximum)</b>	<b>Initially for one year (said to be the probation period), further extendable up to five years on successful/satisfactory performance during the probation period. However, the permit will be renewed on a quarterly basis considering the satisfactory services/ hygiene.</b>
<b>Electricity charges per month</b>	<b>As per the actuals</b>
<b>Water Charges</b>	<b>As per the actuals</b>
<b>EMD Amount</b>	<b>Rs. 1000/-</b>
<b>Last date &amp; time of receipt of tender</b>	<b>29.08.2024 at 5:00 PM</b>
<b>Date &amp; time of opening of technical bids</b>	<b>30.08.2024 at 12:30 PM</b>
<b>Timing of the Outlet / Shop</b>	<b>04:00 PM to 10:00 PM (Tentative) or as decided by the Competent Authority of IIT(ISM)</b>
<b>Place of Pre-Bid Meeting</b>	<b>New Conference Hall, Administrative Building, IIT (ISM), Dhanbad-826004</b>
<b>Place of submission of Tender</b>	<b>Purchase &amp; Store Section, IIT (ISM), Dhanbad-826004</b>
<b>Place of opening of tenders</b>	<b>Purchase &amp; Store Section, IIT (ISM), Dhanbad-826004</b>
<b>Link to download the tender document</b>	<b>( <a href="https://www.iitism.ac.in/tender">https://www.iitism.ac.in/tender</a> )</b>

**NOTICE INVITING TENDER**

**TENDER NOTICE No. SAE-INS-081-24-25**

**Subject: Tender for Chinese Stall/Thela.**

Indian Institute of Technology (Indian School of Mines) Dhanbad (here in after 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 10,000 (approx.) residents reside on the campus during monsoon and winter semesters.

The Institute intends to allot space on a license basis to the willing bidders, for opening a Chinese Stall/Thela, having the experience to operate such an outlet under its ownership/proprietorship to cater to the needs of the campus community. The item-wise details of work are given in **Table 1**. The requirement is only indicative and can be changed on the recommendation of the Shop Allotment Committee (SAC). The tenderer should have a sufficient pool of men/machines to cater to the needs.

Bids are accordingly invited on behalf of the Indian Institute of Technology (Indian School of Mines) Dhanbad from the interested parties for running a Chinese Stall/Thela with the items as detailed in **Table 1**.

The tender number, bid submission deadline and contact details must be clearly mentioned on the envelope. Bid should be submitted under TWO-BID system in two separate sealed envelopes i.e. "Technical bids" and "Financial bid".

**Technical bid - First sealed envelope:** Should contain the technical offer along with all annexures/forms and EMD as asked in the tender document. All the above-mentioned documents should be signed & stamped and to be submitted as Technical bid as acceptance of the terms and conditions. This first sealed envelope should be super-scribed with 'Technical bid against Tender no: SAE-INS-081-24-25 dated 09.08.2024 – Chinese Stall/Thela at IIT (ISM) Dhanbad'. Price indication in the Technical bid will be summarily rejected.

**Financial bid -Second sealed envelope:** Should contain only Annexure III (Financial Bid) (duly sealed and signed). The format provided in the tender document for the price schedule should be followed and any other format will be liable for rejection. This second sealed envelope should be super-scribed with ‘Financial Bid against Tender No: SAE-INS-081-24-25 dated 09.08.2024– Chinese Stall/Thela at IIT (ISM) Dhanbad’.

The above-mentioned two sealed envelopes should be put in another big sealed envelope and should be super-scribed as ‘**Bid for Tender No. SAE-INS-081-24-25 dated 09.08.2024 for running Chinese Stall/Thela at IIT (ISM) Dhanbad**’.

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

Tender/Bid may be dropped in the tender box kept in the Purchase & Stores Section, IIT (ISM) Dhanbad– 826004 (Jharkhand, India). Bids may also be submitted by Speed Post/ Registered post / Courier / By Hand in sealed envelope only within the due date of tender submission. IIT(ISM), Dhanbad will not accept such bid if delivered/submitted to the 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 Institute. 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)”.

All the bid document(s) and enclosures must be signed by the bidder.

**Tender documents can be downloaded from the Institute web site [www.iitism.ac.in](http://www.iitism.ac.in).**

**Table 1**  
**List of Items for the proposed Chinese Stall/Thela**

<b>Sl. No.</b>	<b>Category</b>	<b>Items</b>	<b>Quantity</b>
1.	<b>Chinese</b>	Veg Chowmin (Half Plate)	01
2.		Egg Chowmin (Half Plate)	01
3.		Chicken Chowmin (Half Plate)	01
4.		Veg Momos (Half Plate 5 pieces)	01
5.		Paneer Momos (Half Plate 5 pieces)	01
6.		Chicken Momos (Half Plate 5 pieces)	01

**GUIDELINES FOR BIDDERS**

1. The prescribed bid form shall be duly filled by the bidder in all respects and should be sent to the Purchase & Store Section, IIT (ISM) Dhanbad.
2. Technical bid & Financial bid, if not enclosed in separate sealed envelopes, the tender shall be rejected.
3. The tenders will be opened on the prescribed date and time in the presence of authorized representative(s) of the bidding parties (if any).
4. The Financial bids of technically qualified bidders shall only be opened.
5. The tenderer shall quote the rates in English Language and international numerals.
6. All entries in the tender shall either be typed or be written in ink, Erasure and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
7. The bidder has to quote rates for each item.
8. 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.
9. 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 will not be accepted.**
10. The bidder shall give his/her complete permanent and correspondence address in Annexure-I and shall also furnish/attach proof thereof.
11. The bidder must submit their official e-mail ID.
12. The Stall/Thela should be of appropriate standard size and in brand new condition. It should be properly painted.
13. On acceptance of the Tender, the name of the accredited representative(s) of the bidder, who would be responsible for taking instruction from the Employer, shall be communicated to the Employer.
14. The bidder whose bid is accepted shall submit a ₹ 100/- non-judicial stamp paper at its own cost to the Office of DR (P&S) for preparing the contract agreement to be signed by both the parties.

15. The bidder, whose tender is accepted will have to sign an agreement within 30 days from the award of the tender. This is the sole responsibility of the bidder to submit the signed agreement between both parties, as per the consultation of the Office of DR (P&S), within 30 days from the date of award of the contract to the Purchase section.
16. The successful bidder lies the responsibility under this Contract commences from the date of issue of the Letter of Intent/Award by the Institute. The successful bidder shall be required to execute an agreement in the prescribed form, with the Institute, within the specified time after the acceptance of award of tender. The expenses for completion and making a required number of copies and compilation of Contract Documents duly bound/titled and stamping/registration of the agreement with the prescribed authority, if necessary, shall be borne by the bidder.
17. 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.
18. Prices/discounts of all items must be in Indian rupees and must be inclusive of GST and all other taxes.
19. The offer shall be kept open for acceptance for 90 days from the date of opening of tenders. In case the Institute observes that the rate rates quoted are not reasonable and high as compared to the market rates, negotiations may be done with the L-1 vendor only.
20. The rates quoted shall be all-inclusive rates for the item/services including materials, labour, machinery, carriage & transport, supervision, overheads & profits, mobilizing, all taxes, and other charges whatsoever including any anticipated or un-anticipated difficulties etc.
21. All rates shall be quoted on the proper form of the Tender alone. Quoted rates and units different from those prescribed in the Tender schedule will be liable for rejection.
22. GST, works contract tax, or any other tax, any royalties, duties, levies, cess, entry tax, octroi, profession tax, turnover tax, or of like on material or finished work in respect of the contract shall be payable by the tenderer. The Institute will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.
23. **Pre-Bid Meeting:** A Pre-bid meeting will be held on the date and time as mentioned in the Tender Schedule. The venue for the Pre-Bid meeting shall be the New Conference Hall,

Administrative Building. The interested bidders may attend the Pre-Bid meeting at their own cost if they so desire.

24. The bidders are advised to inspect and examine the location of stall before submitting bids.
25. Submission of a tender by a tenderer implies that he has read all tender document and has made himself aware of the scope and specifications of the work to be done.
26. Conditional tenders, tenders containing absurd or unworkable rates and amounts, tenders which are Incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.
27. If the bidder deliberately gives wrong information in his tender, Institute reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other money due. The bidder shall be fully responsible for all legal action due to the submission of wrong information and fraud documents.
28. The successful bidder should not sub-contract/sublet the part or complete work details in the tender. The tenderer is solely responsible for the work awarded to him.
29. It is the sole responsibility of the bidder to settle the dues from its customers. The Institute has no role to settle the dues between bidder and with any type of customer.
30. 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.
31. **Eligibility Criteria:**
  - a) Must have experience of running of Chinese Stall/Thela/Shop. Relevant Registration (Under Shops & Establishment Act.)/Agreement documents/Work Order/Any other document should be attached as a proof with the bid document.
  - b) The bidder/agency must have FSSAI license. In case bidder has no FSSAI license then the bidder should have to submit the FSSAI license to the Institute within two weeks of award of contract else the awarded contract will be cancelled.
  - c) The bidder/agency should have its own Bank Account.
  - d) The bidder/agency must have valid PAN No. / Income Tax Registration Certificate.
32. **Earnest Money Deposit (EMD):**
  - a) Every bid must be attached with an Earnest Money Deposit (EMD), in the form of Demand Draft of Rs. 1000/- in favor of the "Registrar, IIT (ISM) Dhanbad". Any bid which is not



accompanied by the earnest money deposit shall be summarily rejected.

- b) The EMD 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.
- c) 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 after acceptance of the tender within the period of its validity will also be liable to forfeiture.
- d) The EMD of unsuccessful bidders shall be refundable to them after the bidding process.

33. **Performance Security:**

The successful bidder to whom the bid will be awarded has to deposit a Performance Security equal to **Rs. 6000/-**. The performance security can be deposited in the form of Demand Draft/ Bank Guarantee/FDR in favor of “Registrar, IIT (ISM) Dhanbad”. The performance security should be valid for 14 months.

34. **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 these documents would be liable for rejection:

- a) Registration certificate of the firm/shop/establishment.
- b) Copy of experience (any relevant document) of running Chinese Stall/Thela/Shop.
- c) Income Tax Registration Certificate / PAN No.
- d) GST Registration Certificate. (if applicable).
- e) Details/particulars of the firm submitting the bid in Annexure-I.
- f) Annexure-II.
- g) Earnest Money Deposit (EMD) as per tender document.
- h) Address proof along with Aadhaar Card.
- i) Copy of FSSAI license or an undertaking to submit the same within two weeks after award of contract.

35. **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 all the documents as mentioned above and Annexure-

I and Annexure-II along with all the supporting documents (except Annexure-III).

**(ii) Financial Bid:**

The financial bid shall be submitted in Annexure-III only.

36. **Bid Evaluation and Criteria for award of tender:**

- (i) Technical bids shall be evaluated first. Bids without supporting documents and the signature of the bidder may be rejected.
- (ii) Financial bid of technically qualified bidder shall only be opened.
- (iii) The bidder with maximum number of L-1 prices shall be declared as L-1 bidder. The bid will be awarded to L-1 bidder.
- (iv) In case of a tie, the tender will be awarded to those having more experience of working in IITs/CFTIs. In case none of the bidders have the said experience, L-1 will be decided using the lottery method.
- (v) The institute has earmarked one place for Chinese Stall/Thela near basketball court.

**TERMS & CONDITIONS OF CONTRACT****1. Duration of the contract:**

Initially for one year (said to be the probation period) further extendable up to five years on successful/satisfactory performance during the probation period. However, the permit will be renewed on a quarterly basis considering the satisfactory services/ hygiene.

**2. License Fee, Electricity and Other Provisions for Licensed premises:**

- a) The bidder shall be liable to pay monthly license fee of Rs. 500 plus GST (as applicable).
- b) The License fee shall be paid in advance by the 7<sup>th</sup> day of the month, failing which a fine @10% of the existing license fee amount will be levied.
- c) In case the bidder fails to pay the license fee for a period exceeding three months, the allotment would be liable to be cancelled and the bidder will have to vacate the shop/premises within 15 days from the date of issuance of a notice in this regard.
- d) It will be the sole responsibility of the bidder to maintain the cleanliness and proper hygiene in the allotted space and its surrounding area.
- e) Besides, the bidder shall also be liable to pay the electricity charges (if applicable) on an actual consumption basis to the Accounts 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.
- f) In case of non-payment of electricity charges in time, the bidder shall be bound to pay the penalty towards delayed 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.
- g) Non-payment of License fees and electricity 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.

- h) 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.
  - i) 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 SAC. The bidder shall always use the premises in a prudent and careful manner as if it were his own.
3. **Penalty Clause:** In case of non-compliance of the terms and conditions of the tender document (such as cleanliness & Hygiene) and instructions of the Institute, the bidder shall be liable to be penalized or fined through the SAC according to the nature of the complaints. The first penalty in such case would be Rs. 5000/-, the second penalty would be Rs. 7000/-, and the third penalty would be of Rs. 10000/- . After 3<sup>rd</sup> penalty the allotment shall be cancelled.
- The list of other incidents for the imposition of the penalty are listed below:
- a) Non-compliance with environment-friendly waste disposal methods.
  - b) The penalty for unsatisfactory and substandard services.
  - c) Any other recurring service deficiency not listed above, and not rectified even after repetitive communication from the Institute. SAC will decide the penalty amount from points (a) to (c) on a case-to-case basis.
4. **Location Visit:** The Bidder may visit the location of Chinese Stall/Thela on any working day from Monday to Friday from 03:00 PM to 4:00 PM.
5. **Timing, Items, Prices, Facilities and Services etc. of Chinese Stall/Thela:**
- a) The timing of the Chinese Stall/Thela shall be 04:00 PM to 10:00 PM. Running the shop/outlet beyond this time shall be carried out only with the prior permission of the competent authority.
  - b) 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 competent authority.

- c) The services for the items mentioned in Table 1 of tender document must be available in the shop/outlet. However, the Institute, through the Shops Allotment Committee (SAC) may add or delete any number of items to the shop/outlet either suo-moto or on the recommendation of the designated committee.
- d) The Stall/Thela should be of appropriate standard size and in brand new condition. It should be properly painted. All necessary furniture and other infrastructure shall be provided and maintained by the Bidder itself.
- e) The facility of Payment through BHIM, UPI, Credit /Debit Card, etc., should be made available to the customers.
- f) Safety standards should be maintained. Fire extinguishers should be installed in the stall and should be in working condition. A list of emergency numbers should be displayed in a prominent place of the shop/outlet.
- g) The bidder shall provide proper and smooth services to the customers.
- h) Any loss to the Campus residents with regard to the services provided by the bidder shall be the responsibility of the bidder. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
- i) All the services/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 competent authority.

**6. Statutory Liabilities , Goods & Services Tax (GST) and Other Taxes liabilities:**

- a) Bidder shall be solely responsible for all statutory liabilities and tax-related liabilities. The service provider will be solely responsible for the compliance of all labour welfare like payment of Minimum Wages, EPF and ESI (as applicable) to their staff. The institute will not be responsible for any payment to the staff hired by the service provider. The bidder will be liable for all the statutory compliances of the State/Central Govt.
- b) The service provider will engage/appoint their staff(s) as per the terms and conditions and guidelines of GoI.
- c) The bidder shall be solely 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.

- d) The bidder shall be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities & other competent forum time to time.
- e) 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.
- f) The bidder shall not make any addition or alteration or make any unauthorized constructions at the allotted space.

**7. Quality, Hygiene & Cleanliness:**

- a) The bidder shall maintain good quality of services to be provided. There shall be no compromise regarding the quality of services to be provided in the Chinese Stall/Thela.
  - b) The bidder shall maintain full hygienic conditions in the allotted space. The floor and furniture should be neat and clean.
8. For all purposes of the communication, the address of the contractor mentioned in the tender shall be final unless the contractor informed a change of address to the Institute. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
9. **Risk & Cost:** In case of failure of the bidder to perform the contract satisfactorily, the same will be cancelled and fresh tender will be floated at the risk and cost of the default agency in addition to forfeiture of Security Deposit.
10. SAC or its representatives may inspect the shop at any time as required.
11. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
12. 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.
13. Usage of plastic bags is strictly PROHIBITED and the same shall not be used under any circumstances, whatsoever. Use of Paper bags / plates / cups / etc. is encouraged.
14. **Directives of SAC and Competent Authority:** The bidder shall carry out the work in accordance with this contract and the directives of SAC & competent authority. The SAC may, from time to time, issue further instructions, detailed directions and explanations regarding:
- 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 materials thereon.
  - c) Inspection of materials and other equipment, etc., whenever required.
  - d) Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.
15. **Price Revision:** There shall be no revision in the price quoted by L-1 bidder up to the first 03 years. The revision of the rate may be considered on a written request with proper justification from the contractor after 03 years. The decision of the Institute regarding consideration of the revision of rates shall be final.
16. **Deployment of Workmen:**
- a) The bidder shall employ in running the stall only such persons as are careful, skilled, experienced in their trades, dutiful, sober and well-behaved.
  - b) The bidder shall neither employ any child labour nor any worker below 18 years of age.
  - c) The bearers for servicing in the outlet will be provided uniforms by the bidder during working hours at their own cost and they are required to wear them in neat manner uniforms during working hours.
  - d) The Bidder shall be fully responsible for strict adherence of discipline and good conduct by its workers.
  - e) 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.
  - f) The bidder shall have absolute authority regarding the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The bidder shall be fully responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above-mentioned matters.
  - g) The bidder shall be fully liable regarding any dispute or other matters concerning its workmen that 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 the provisions

of any labour law being in force at the time besides other statutory liabilities.

- h) 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 workers, whether deliberate or otherwise.
- i) It is understood that several 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 workers, employees compensation and GST etc.
- j) The bidder shall ensure that no product shall be sold inside 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**.
- k) The Institute shall be completely immune and deemed indemnified in all matters, claims, liabilities and legal consequences that relate to compliance with 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 his 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, appropriately as it deems appropriate including adopting legal recourse.
- l) The bidder and its worker should comply with all guidelines/instructions issued by the Institute concerning to security/safety issues and Institute discipline.
- m) The Bidder shall ensure that it and its workers do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.
- n) 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.

**17. Complaint Mechanism:**

- a) The bidder shall maintain a complaint book in the outlet wherein the consumers may register their complaints. The SAC or its representative may check this complaint book



any time during visit.

- b) The complaints shall be removed or dealt with by the bidder on a priority basis on issues that concern and proper remarks should be made in the complaint book.
- c) 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 SAC. Penalty or fines shall be imposed according to the nature of the complaints. The first penalty in such case may be ₹ 1000/- , the second penalty may be ₹ 2000/-, and the third penalty may be ₹ 5000/- or any other penalty as deemed fit by the SAC / competent authority.
- d) However, if the complaints of an identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notice.

**18. Termination of Contract:**

- a) The bidder will not be allowed to leave/terminate the contract during the prescribed contract period. However, by serving a notice period of at least 3 months, the bidder may be allowed to terminate the contract, failing which the entire amount of performance security will be forfeited.
- b) The contract is liable to be terminated by the Institute at any time if found and/or reported by students/staff/residential/inspecting team about poor services rendered in the Chinese Stall/Thela without giving any notice period/time. Institute reserves the right of forfeiture of performance security in addition to other claims and penalties.
- c) The Institute shall have 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. In case of unauthorized occupation by the bidder, 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 as per rules. 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.

**20. Assignment & Subletting:**

- a) The bidder shall not assign/sublet the contract or any part thereof. The whole of the charge included in the contract shall be executed by the bidder or his authorized competent representative(s).
  - b) 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 immediately 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.
  - c) In case of subletting is proven, the action as deemed fit will be taken by the Institute against the bidder. The decision/action taken by the Institute shall be binding on the bidder.
  - d) The entire business of the Chinese Stall/Thela shall be carried out in the name of the bidder.
  - e) The bidder or his authorized/competent representative whose intimation would be provided in writing in advance, shall at all times be available in the stall and the business of the outlet shall not be carried out by any other person/ entity under any circumstances.
  - f) For any reason, if the bidder is not in a position to be available in the stall consecutively for more than 3 days, a prior permission will have to be obtained from the competent authority, failing which, it will be deemed that the bidder has violated an essential condition of the contract and a penalty, as deemed fit, may be imposed by the Institute.
21. The original agreement shall remain with the Institute while a photocopy thereof may be retained by the bidder, if it so wishes.
22. 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.
23. All matters and disputes under this contract shall be subject to the jurisdiction of Dhanbad District Courts only.

**APPLICATION FOR RUNNING CHINESE STALL/THELA 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:	Name:
Aadhar No:	Aadhar No:
Address:	Address:

**Declaration:**

I hereby undertake –

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the premises and handover it to the Institute whenever any notice will be served.
3. That I have read all the terms and conditions of the tender document and I bind myself to the terms and conditions of this tender document.
4. That I am not blacklisted by any of the IITs/NITs/IITs/IIMs/Any Govt. organization.

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

Signature of the Bidder \_\_\_\_\_

Seal:

**Declaration of the Offered Rate for the running Chinese Stall/Thela**

**To**  
**The Registrar**  
**IIT(ISM) Dhanbad**  
**Dhanbad - 826004**

Respected Sir,

I/We Proprietor/ Partner(s) of M/s, \_\_\_\_\_ hereby, declare an offer of a minimum quoted rate as mentioned in Annexure – III of the tender document for running Chinese Stall/Thela at the IIT(ISM) Dhanbad. I will also abide by all the clauses and sub-clauses of the terms and conditions of the tender.

Date:

Signature of the Bidder: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Seal:

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

**FINANCIAL / PRICE BID**  
**(For the running of Chinese Stall/Thela)**

To be submitted separately as price bid.

Sl. No.	Category	Items	Quantity	Price (In Rs.)
1.	Chinese	Veg Chowmin (Half Plate)	01	
2.		Egg Chowmin (Half Plate)	01	
3.		Chicken Chowmin (Half Plate)	01	
4.		Veg Momos (Half Plate 5 piece)	01	
5.		Paneer Momos (Half Plate 5 piece)	01	
6.		Chicken Momos (Half Plate 5 piece)	01	

- Note:** 1. The bidder with maximum number of L-1 prices shall be declared as L-1 bidder. The bid will be awarded to L-1 bidder.
2. In case of a tie, the tender will be awarded to those having more experience of working in IITs/CFTIs. In case none of the bidders have the said experience, L-1 will be decided using the lottery method.

**Date:**

**Signature of the Bidder:** \_\_\_\_\_

**Name of the Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Seal:**