

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



TENDER DOCUMENT

Notice Inviting Tender (NIT) for

Running of Institute Restaurant (South Indian)

Tender No.: SAE-INS-121-24-25

Date: **11.12.2024**

Tender Schedule

Particulars	Date & Time
Bid Security or Earnest Money Deposit	Rs. 10000.00 (Rupees two thousand only)
Date of publication of Tender	11.12.2024 at 05:00 P.M.
Pre-bid meeting	19.12.2024 at 11:00 A.M.
Bid submission start date	20.12.2024 at 04:00 P.M.
Last date and time for submission of tenders	13.01.2025 at 01:00 P.M.
Date and time of opening of tenders	13.01.2025 at 03:00 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

INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES) DHANBAD

Tender Notice No.		SAE-INS-121-24-25	
Name of Work / Service		Institute Restaurant (South Indian)	
Number of Shops		01	
Sl. No.	Location of Shop	Approx. Area (In sq. ft.)	Reserved License Fee
1.	Near Scolomin Market	4000	As quoted by the bidder + GST as applicable (Reserved license fee is Rs.57,200/- + GST as applicable)
Tenure of the contract (maximum)		Initially for one year (said to be the probation period) further extendable up to five years on successful/ satisfactory performance during the probation period.	
Electricity charges per month		As per the actuals	
Water Charges		As per the actuals	
EMD Amount		Rs. 10000/-	
Last date & time of receipt of tender		13.01.2025 at 01:00 P.M.	
Date & time of opening of technical bids		13.01.2025 at 03:00 P.M.	
Timing of the Outlet / Shop		08:00 AM to 10:00 PM (Tentative) or as decided by the Competent Authority of IIT(ISM)	
Place of Pre-Bid Meeting		New Conference Hall, Administrative Building, IIT (ISM), Dhanbad-826004	
Place of submission of Tender		Purchase & Store Section, IIT (ISM), Dhanbad-826004	
Place of opening of tenders		Purchase & Store Section, IIT (ISM), Dhanbad-826004	
Link to download the tender document		(https://www.iitism.ac.in/tender)	

NOTICE INVITING TENDER

TENDER NOTICE No. SAE-INS-121-24-25

Subject: Tender for running Institute Restaurant (South Indian).

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 Institute Restaurant (South Indian), having the experience to operate such an outlet under its ownership/proprietorship to cater to the needs of the campus community. 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 Institute Restaurant (South Indian) 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 bid" and "Financial bid".

Technical bid - First sealed envelope: Should contain the technical offer along with all annexures/forms, supportive documents 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 superscribed with 'Technical bid against Tender no: SAE-INS-121-24-25 dated 11.12.2024 – Institute Restaurant (South Indian) at IIT (ISM) Dhanbad'. Price indication in the Technical bid will be summarily rejected.

Financial bid -Second sealed envelope: Should contain only Annexure II (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-121-24-25 dated 11.12.2024– Institute Restaurant (South Indian) 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-121-24-25 dated 11.12.2024 for running Institute Restaurant (South Indian) 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.

Table 1

List of Items for the proposed Institute Restaurant (South Indian)

Sl. No.	Category	Items	Size/Quantity
1.	Institute Restaurant (South Indian)	Food items related to the restaurant.	As per menu of the Institute Restaurant (South Indian)

GUIDELINES FOR BIDDERS

1. Only a single space of shop can be allotted to one family. For the purpose of this clause, the family would include self/spouse, dependent father, mother, dependent son, dependent-in-law, and unmarried daughter. Any member of the same family will not be allowed to secure any subsequent allotment of space through any other mean, such as business partnership or any purchase etc.
2. 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.
3. Technical bid & Financial bid, if not enclosed in separate sealed envelopes, the tender shall be rejected.
4. The tenders will be opened on the prescribed date and time in the presence of authorized representative(s) of the bidding parties (if any).
5. The bidders shall have to give a presentation before the committee of the Institute at IIT (ISM) Dhanbad regarding quality, hygiene, cleanliness, management of customers, Tax compliances. Maximum 20 marks shall be awarded to the bidder. These marks shall be counted for Bid Evaluation and Criteria for award of bid. The bidder shall have to attend the presentation at its own cost.
6. The Financial bids of technically qualified bidders shall only be opened.
7. The tenderer shall quote the rates in English Language and international numerals.
8. 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.
9. The Institute reserves the right to cancel the tender process at any time without assigning any reasons.
10. The bidder has to quote rates in financial bid only.
11. 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.
12. 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.

13. 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.**
14. The bidder shall give his/her complete permanent and correspondence address in Annexure-I and shall also furnish/attach proof thereof.
15. The bidders are required to submit their official e-mail ID.
16. 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 parties.
17. The party, 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), to the Purchase section within 30 days from the date of award of the contract.
18. 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.
19. Prices must be quoted in Indian rupees and must be inclusive of GST and all other taxes.
20. The offer shall be kept open for acceptance for 90 days from the date of opening of tenders.
21. The bidder shall be liable to pay all taxes as per Government norms.
22. Quoted rates and units different from those prescribed in the Tender schedule will be liable for rejection.
23. 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.
24. **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, IIT (ISM) Dhanbad. The interested bidders may attend the Pre-Bid meeting at their own cost if they so desire.
25. The bidders are advised to inspect and examine the location of the shops before submitting their bids.

26. Submission of a tender by a tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done & local conditions and other facts or having a bearing on the execution of the work.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. **Eligibility Criteria:**
- a) The bidder/firm/company must have PAN India Restaurant Chain (minimum 3 States/UTs).
 - b) The bidder must have experience of running a South Indian Restaurant at Educational Institutes/CFTIs having more than 6000 students.
 - c) Those who are running such restaurants on a Franchise name are also eligible.
 - d) The bidder/agency must have FSSAI license.
 - e) The bidder/agency should have its own Bank Account.
 - f) The bidder/agency must have valid GST No. and PAN No.
 - g) The bidder must have a minimum annual turnover of at least 25 lakhs per year for the last three financial years 2021-22, 2022-23 and 2023-24.
33. **Earnest Money Deposit (EMD):**
- a) Every bid must be attached with an Earnest Money Deposit (EMD), in the form of Demand Draft/FDR/BG of Rs. 10000/- in favor of the “Registrar, IIT (ISM) Dhanbad”. Any bid which is not accompanied by the EMD 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 EMD 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 prescribed period shall be liable to forfeiture.

- d) The EMD of unsuccessful bidders shall be refundable to them after completing the bidding process.

34. **Performance Security (to be submitted by the successful bidder after award of contract):**

The successful bidder to whom the bid will be awarded has to deposit a Performance Security equal to the sum of 12 month's license fee. 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.

35. **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/Memorandum and Articles of Association of the firm/company/establishment.
- b) Copy of Annual Turnover for 2021-22, 2022-23 and 2023-24 duly certified by Chartered Accountant (CA).
- c) Income Tax Registration Certificate / PAN No.
- d) GST Registration Certificate.
- e) Copy of FSSAI license.
- f) Details/particulars of the firm/company/establishment submitting the bid in Annexure-I
- g) Earnest Money Deposit (EMD) as per NIT.
- h) Address proof along with Aadhaar Card
- i) A copy of experience of running a South Indian Restaurant at Educational Institutes/CFTIs having more than 6000 students.
- j) Documents regarding PAN India Restaurant Chain (minimum 3 States/UTs).

36. **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, III and IV, along with all the supporting documents as detailed above should be attached (except Annexure-II).

(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 with maximum experience will be given preference.

37. **Bid Evaluation and Criteria for award of bid:**

- (i) Technical bids shall be evaluated first. Bids without supporting documents and the signature of the bidder shall be rejected.
- (ii) Financial bids of technically qualified bidders shall only be opened.
- (iii) Evaluation of bids will be done as follows:

Sl. No.	Evaluation Parameter/Criteria	Total Marks=100 marks
A.	Average Annual Turnover (in Crores) for last three financial years i.e. (2023-24, 2022-23,2021-22).	Maximum Marks= 15
a)	Rs. 25 Lakhs to less than 35 Lakhs.	10 marks
b)	Rs. 35 Lakhs to less than 45 Lakhs.	12 marks
c)	Above Rs. 45 lakhs.	15 marks
B.	Experience of running a South Indian Restaurant at Educational Institutes/CFTIs having more than 6000 students.	Maximum Marks=15
a)	Less than 03 years.	10 marks
b)	03 years to less than 05 years.	12 marks
c)	More than 05 years.	15 marks
C.	No. of States/UTs in which Restaurant Chain is available.	Maximum Marks=20
a)	3 States/UTs.	12 marks
b)	More than 3 and less than 5 states/UTs.	16 marks
c)	More than 5 states/UTs.	20 marks
D.	Presentation.	Maximum Marks=20
a)	Presentation regarding quality, hygiene, cleanliness, management of customers, Tax compliances.	
E.	Financial Score	Maximum Marks=30
	<p>The Financial Score of ith bidder will be computed as follows:</p> $FS(i) = \frac{30 \times LF(i)}{FB}$ <p>Where, FB = Highest License fee quoted by the bidder in financial bid amongst all technically qualified bids. FS (i) = Financial Score of the ith bidder. LF (i) = License fee quoted by the ith bidder in financial bid.</p>	
Total Maximum Marks = 100		

- Note:** 1. The bid will be awarded to the successful bidder who will get maximum marks.
 2. The technical evaluation shall be carried out based on the documents submitted by the bidder for the technical bid.

INDIAN INSTITUTE OF TECHNOLOGY (ISM) DHANBAD
TECHNICAL BID

TECHNICAL EVALUATION OF COMPLIANCE SHEET			
Sl. No.	Particulars	Bidder will mention the Page No. (as per Tender document)	Document Submitted (Yes/No)
1.	Must have experience of running a South Indian Restaurant at Educational Institutes/CFTIs having more than 6000 students.	Page No. _____	
2.	Registration certificate of the firm / shop / establishment.	Page No. ____	
3.	Copy of FSSAI license.	Page No. ____	
4.	Copy of PAN Card. / Income Tax Registration Certificate.	Page No. _____	
5.	Copy of documents related to Average annual turnover of at least 25 Lakh/year for last three financial year 2021-22, 2022-23 and 2023-24.	Page No. _____	
6.	EMD	Page No. _____	
7.	Copy of Aadhaar Card	Page No. _____	
8.	Copy of Bank Account Number	Page No. _____	
9.	Copy of document related to total number of States/UTs where the Restaurant Chain is available.	Page No. _____	
10.	Any other documents.	Page No. _____	

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.

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

- a) The bidder shall be liable to pay monthly license fee for the allotted shop.
- b) The License fee shall be paid in advance by the 7th day of the month, failing which a fine @10% of the existing license fee amount will be levied.
- c) In case the allottee fails to pay the license fee for a period exceeding three months, the allotment would be liable to be cancelled and the allottee 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 of the allotted space and its surrounding area.
- e) Besides, the bidder shall also be liable to pay the electricity charges 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) The water charges will be @ Rs. 10 per kiloliter (as applicable) + GST if there is an installation of water meters in commercial space. If there is no installation of the water meter then a flat rate of Rs. 500/- per month + GST will be charged monthly 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.
- h) Non-payment of License fees, electricity charges, and cleaning & maintenance charges, water 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.

- i) 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.
- j) 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 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 Rs. 10000/-. After 3rd penalty the allotment shall be cancelled.

The list of other incidents for the imposition of the penalty are listed below:

- a) Non-compliance on the hygiene of commercial space, stores or anywhere outside the premise of allotted space.
 - b) Non-compliance with environment-friendly waste disposal methods.
 - c) The penalty for unsatisfactory and substandard services.
 - d) Non-display of Rate Chart/discount at the shop.
 - e) 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 (e) on a case-to-case basis.
- 4. Location Visit:** The Bidder may visit the location of Institute Restaurant (South Indian) on any workingday from Monday to Friday from 03:00 PM to 4:00 PM.

5. Timing, Items, Prices, Facilities and Services etc. of Institute Restaurant (South Indian):

- a) The timing of the Institute Restaurant (South Indian) shall be 08:00 AM to 10:00 PM. Running of 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 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) All necessary furniture and other infrastructure shall be provided and maintained by the Bidder
- e) The facility of Payment through BHIM, UPI, Credit /Debit Card, etc., should be made available to the customers.
- f) Further, the bidder shall maintain a display board on its shop of size 4.0'×2.0' ft. which shall contain the following information:
 Name of the Vendor:
 Activity of the Outlet:
 Name of Authorized Person:
 Mobile Number:
 Timings of shop:
 Allotment of Shop Valid Up to:
 Price list of items/services:
- g) 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.
- h) The bidder shall provide proper and smooth services to the customers.
- i) 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.

6. 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.

7. 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 bidder will 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 and other competent forums from 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 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.

8. 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 Institute Restaurant (South Indian)/outlet premises.
- b) The bidder shall maintain full hygienic conditions in the shop/outlet, in storage and in keeping the floor and 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.

9. 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.

10. **Risk & Cost:** In case of failure of the bidder to perform the contract satisfactorily, the contract 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.

11. SAC or its representatives may inspect the shop at any time as required.

12. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.

13. 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.

14. Unusable/old/not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.

15. 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.
16. **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.
17. **Revision of License Fee:** There shall be an enhancement in existing license fee @10% in completion of every three years' time period.
18. **Deployment of Workmen:**
- a) The bidder shall employ in running the outlet 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) 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.
 - d) 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.
 - e) The Bidder shall be fully responsible for strict adherence of discipline and good conduct by its workers.
 - f) 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.
 - g) 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.

- h) 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.
- i) 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.
- j) 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.
- k) 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**.
- l) 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.
- m) The bidder and its worker should comply with all guidelines/instructions issued by the Institute concerning to security/safety issues and Institute discipline.
- n) The Bidder shall ensure that it and its employees do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.
- o) 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.

19. 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) 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.

20. 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 Institute Restaurant (South Indian) without giving any notice period/time. Institute reserves the right of forfeiture of performance security in addition to other claims and penalties.
- c) 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.
- d) 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.

21. 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 Institute Restaurant (South Indian) 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 outlet 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 outlet 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.
- 22.** The original agreement shall remain with the Institute while a photocopy thereof may be retained by the bidder, if it so wishes.
- 23.** 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.
- 24.** All matters and disputes under this contract shall be subject to the jurisdiction of Dhanbad District Courts only.

**APPLICATION FOR RUNNING INSTITUTE RESTAURANT (SOUTH INDIAN)
IN IIT (ISM) DHANBAD**

Note: Please enclose a copy of documents in support of the following information.

Name of the Bidder/Firm/Company	
Address of Bidder/Firm/Company	
GST No.	
PAN No.	
Phone No. /Mobile No.	
Email ID	
Aadhar No	
Details of EMD	
Amount	
DD/ FDR No/ PBG	
Dated	
Bank & Branch	
Experience (in years)	
The total number of States/UTs where Restaurant Chain is available.	

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 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/IIMs/ AIIMS/Universities/PSUs/ Any Govt. Organization.

Date: _____

Signature of the Bidder _____

Seal:

INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES), DHANBAD
FINANCIAL / PRICE BID

For running of Institute Restaurant (South Indian)

To be submitted separately as price bid.

Name of the bidder/firm/company	Reserved License Fee (In INR)	Quoted License Fee for Closed Space Area of 4000 sq. ft. (approx.) (In INR)	GST @ 18% (In INR)	Total (In INR)
		(A)	(B)	(A+B)
	Rs.57,200/- + GST as applicable			

Date:

Signature of the Bidder: _____

Name of the Bidder: _____

Address: _____

Phone No.: _____

E-mail: _____

Seal:

Declaration by the bidder for running of Institute Restaurant (South Indian)

To

The Registrar

IIT(ISM) Dhanbad

Dhanbad - 826004

Respected Sir,

I/We Proprietor/ Partner(s)_____hereby,
declare that I have read the tender document. I will abide by all the clauses and sub-clauses/terms
and conditions of the tender.

Date:

Signature of the Bidder: _____

Name of the Bidder: _____

Address:_____

Phone No.:_____

E-mail:_____

Seal:

Certificate by the bidder

Date: _____

To,
The Director,
IIT (ISM) Dhanbad.

Subject: Undertaking regarding type of bidder.

Reference: Office Memorandum No. F.7/10/2021-PPD (1) dated: 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India.

Tender No. **SAE-INS-121-24-25**

Name of Tender: "Running of Institute Restaurant (South Indian)"

Sir,

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached.]
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached.]"

Yours Faithfully,

(Signature of the Bidder)

Seal