

INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES) DHANBAD

Tender No. SAE-INS-CPPP-034-24-25

Date: 24.09.2024

E-TENDER NOTICE

The Indian Institute of Technology (Indian School of Mines) Dhanbad invites Bids from eligible, qualified, and capable bidders for “**Running of Institute Restaurant (North Indian) at IIT (ISM) Dhanbad**”, according to the requirements as defined in the Tender document.

Sl. No	Tender No.	Particulars	Location	Amount of EMD
1.	SAE-INS-CPPP-034-24-25	Running of Institute Restaurant (North Indian) at IIT (ISM) Dhanbad	Shop No. 05, Rosaline Hostel	Rs.10,000

Earnest Money Deposit (EMD) in form of Demand Draft should be drawn in favour of Registrar, IIT (ISM) Dhanbad payable at Dhanbad. EMD can also be deposited in the form of a Term Deposit Receipt/Fixed Deposit Receipt/Bank Guarantee drawn in favour of Registrar, IIT (ISM) Dhanbad. A scanned copy of EMD should be uploaded on www.eprocure.gov.in along with the technical bid.

The hard copy of the same in the original is to be sent to the address mentioned below duly super scribing the Tender Number and Name on the envelope and the same must reach in the IIT (ISM) Dhanbad on or before the due date and time for the opening of technical bid. If not received within 05 days from last date of submission of bid, the bid will be rejected summarily.

Sl. No.	Description	Date	Time
1	Tender Publication Date	24.09.2024	06:30 PM
2	Pre Bid Conference Date and Time	04.10.2024	11:30 AM
3	Bid submission start Date and Time	05.10.2024	09:00 AM
4	Bid submission end Date and Time	26.10.2024	05:30 PM
5	Technical Bid opening Date and Time	29.10.2024	11:00 AM
6	Financial Bid opening	Technically qualified bidders will be informed about date and time of opening of financial bids through CPPP.	

IIT (ISM) Dhanbad reserves the right to accept or reject the tenders without assigning any reason.

The original EMD should be sent to:

Deputy Registrar (Purchase and Stores)
IIT (ISM) Dhanbad,
Distt. Dhanbad – 826004
Jharkhand.

Deputy Registrar (Purchase and Stores)
IIT (ISM) Dhanbad

Instructions to the bidders for online bid submission

The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal to prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in>.

1. Registration:

- (a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- (e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSC's to others which may lead to misuse.
- (f) Bidder then logs in to the site through the secured log-in by entering their user ID / Password and the password of the DSC / e-Token.

2. Searching for tender documents:

- (a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Assistance to bidders:

- (a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- (b) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

4. Eligibility Criteria:

- a. The bidder/firm/company must have PAN India Restaurant Chain (minimum 3 States/UTs).
- b. Those who are running such restaurant on a Franchise name are also eligible.
- c. Must have experience of running a restaurant (North Indian) for a period of minimum five (05) years.
- d. The bidder should have minimum annual turnover of at least 25 lakhs/year for last three financial year 2021-22, 2022-23 and 2023-24.
- e. The bidder/agency must have FSSAI license.
- f. The bidder/agency should have its own Bank Account.
- g. The bidder/agency must have valid GST No.

5. Submission of the bid:

All interested eligible bidders are requested to submit their bids online through CPP Portal: <http://eprocure.gov.in> as per the criteria given in this document:

- a. Technical Bid should be upload as one single pdf (containing all technical documents, duly filled and signed Annexures, copy of EMD etc.) online in cover-1.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal <http://eprocure.gov.in>.

(A) Technical bid:

Signed and Scanned copies of the Technical bid documents must be submitted online on CPP Portal: <http://eprocure.gov.in>.

List of Documents to be scanned and uploaded with Technical Bid (Under Cover-1). The enclosures have to be attached in the serial order as mentioned hereunder:

- (i) Scanned copy of EMD deposited in the form of Demand Draft/Term Deposit Receipt/Fixed Deposit Receipt/BG drawn in favour of Registrar, IIT (ISM) Dhanbad.
- (ii) Registration Certificate/Memorandum and Articles of Association of the Firm/Company/Establishment.
- (iii) Copy of Annual Turnover for 2021-22, 2022-23 and 2023-24 duly certified by Chartered Accountant (CA)
- (iv) Copy of FSSAI license.
- (v) Copy of PAN Card (as applicable to the type of tenderer) and Goods and Services Tax Registration Certificate.
- (vi) Copy of experience of running a Restaurant (North Indian) for a period of minimum five (05) years.
- (vii) Documents regarding PAN India restaurant chain (minimum 3 States/UTs).
- (viii) Scanned copy of duly filled **Annexure-A, Annexure-B , Annexure-C and Annexure-D.**

Note: (i) All the above-mentioned documents must be scanned and merged as a single PDF along with the Technical Bid. This single PDF of Technical Bid should be uploaded under Technical Cover in CPP Portal.

- (ii) The technical bid may be summarily rejected, if these documents are not attached.

(B) Financial bid:

In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “**.xls**” format i.e. Price Bid Excel sheet attached as ‘**.xls**’ with the tender and based on the scope of work, service conditions and other terms of the Tender document.

6. Other instructions:

- (a) The detailed tender documents may be downloaded from <http://eprocure.gov.in> till the last date of submission of the tender. The tender can only be submitted online through CPP Portal <http://eprocure.gov.in>
- (b) Bids will be received only online mode through www.eprocure.gov.in up to the date & time mentioned in the E- TENDER NOTICE. No tender/bid will be accepted in physical form and any tender/bid received in such manner will be treated as non-bonafide tender/bid.
- (c) Bid will be opened on the scheduled date and time in the presence of tenderers/bidders or their authorized representatives (if any), who have uploaded their quotation/ bid and who wish to be present at the time of opening the bids.
- (d) All the bids must be valid for a period of 180 days from the last date of submission.
- (e) Bidders are requested to go through the instructions regarding filling and submission of the tender attached herewith. Bidders may forward their points on tender documents and/or depute their technical representative for discussion on tender/drawing and to clarify doubts, if any, on the stipulated pre-bid date.
- (f) Bidders shall upload a scanned copy of the Earnest Money Deposit (EMD) mentioned in the Notice of Tender and shall ensure the receipt of a hard copy of the same in the Purchase and Stores Section, IIT (ISM) Dhanbad, Distt. Dhanbad - 826004, Jharkhand, within 05 days from last date of submission of bid. In case of failure of the same, the technical bid will not be evaluated.
- (g) In view of delays due to system failure or other communication related failures, it is suggested that the tender/bid be uploaded sufficiently in advance of the last due date and time fixed.
- (h) If any alterations to any of the condition, specifications laid down in the tender documents are found or any new condition is mentioned by the tenderer, in the tender document, such tender/bid will be rejected.
- (i) The tenders will be opened on the prescribed date and time in the presence of authorized representative(s) of the bidding parties (if any).
- (j) 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.
- (k) The bidder whose bid is accepted shall submit a non-judicial stamp paper of ₹ 100/- at his own cost to the Office of DR (P&S) for preparing the contract agreement to be signed by both parties.
- (l) 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.
- (m) 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.

- (n) 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.
- (o) The bidder shall be liable to pay all taxes as per Government norms.
- (p) 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.
- (q) The bidders are advised to inspect and examine the location of the shops before submitting their bids.
- (r) 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.
- (s) 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.
- (t) If the bidder deliberately gives wrong information in his tender, the 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 fraudulent documents.
- (u) The successful bidder should not sub-contract/sublet the part or complete work details in the tender.
- (v) The tenderer is solely responsible for the work awarded to him.
- (w) It is the sole responsibility of the bidder to settle the dues from its customers. The Institute has no role in settling the dues between the bidder and any type of customer.
- (x) IIT (ISM) Dhanbad reserves the right to cancel the tender at any point of time without assigning any reason.

TENDER FOR “Running of Institute Restaurant (North Indian) at IIT (ISM) Dhanbad”**TERMS AND CONDITIONS****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 the monthly license fee for the allotted space.
- 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 any 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. 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 (d) on a case-to-case basis.
4. **Location Visit:** The Bidder may visit the location of Institute Restaurant (North 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 (North Indian):**
- a) The timing of the Institute Restaurant (North 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 itself.
 - 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 staff(s) as per the terms and conditions and guidelines of Gol.
- 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 (North 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 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) In cases of defaults and negligence on its part, the bidder shall be liable to be penalized or fined through the SAC.
- 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 (North 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 therefrom 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 (North 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.
- 25.** The tenderer should not have been debarred or blacklisted by any Central / State Government. A self-attested certification to that effect must be uploaded with the technical bid in the prescribed format. The proforma of the certificate is enclosed with the tender as **Annexure-A**.
- 26.** All the bids must be valid for a period of 180 days from the last date of submission. In, exceptional circumstances, prior to expiry of the original time limit, the Institute may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 180 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.
- 27. EMD Exemption:** EMD exemption shall be given to those bidders who are registered with the Central Purchase Organization or NSIC or MICRO and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by the Department of Micro and Small Enterprises (MSME). To claim the exemption, the bidder must be offering goods manufactured by themselves or providing relevant services. Exemption will not be granted in case the bidder is acting as an agent for some other vendor. Bidders are required to upload necessary certificates to claim EMD exemption.
- 28. Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs).**
Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). As per Office Memorandum No. F.7/10/2021-PPD (1) dated: 23.02.2023 issued by the Department of Expenditure (Ministry of Finance), Govt. of India, the bidder is required to submit an undertaking as per **Annexure-C**.

29. MII & Purchase Preference:

The MII compliances shall be as per Govt. of India guidelines. Only Class-I local suppliers and Class-II local suppliers are eligible to participate in the tender. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which bidders must declare Country of Origin of goods and percentage of Local contents in the product. The purchase preference shall be as per Govt. of India guidelines. All the bidders must upload undertaking as per **Annexure-B** with the Technical Bid.

30. Evaluation Procedure:

Phase-I: Technical Evaluation

Technical evaluation will be done on the basis of documents submitted by the bidder in the technical bid. Hence bidders are required to enclose all relevant documents along with the technical bid. Discrepancy in relevant supporting documents shall lead to the rejection of technical bids.

Phase-II: Presentation

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.

Phase-III: Financial Evaluation

Financial bids of technically qualified bidders shall only be opened.

Tender Award Criteria

The criteria for award of tender shall be as under:

Sl. No.	Evaluation Parameter/Criteria	Total Marks = 100
A.	Average Annual Turnover (in lakhs) for the last three financial years (2023-24, 2022-23, 2021-22).	Maximum Marks= 15
a)	Rs. 25 Lakh to less than 50 Lakh.	10 marks
b)	Rs. 50 Lakh to less than 75 Lakh.	12 marks
c)	Above Rs. 75 Lakh.	15 marks
B.	Experience of running restaurant.	Maximum Marks=15
a)	05 years to less than 07 years.	10 marks
b)	07 years to less than 10 years.	12 marks
c)	More than 10 years.	15 marks
C.	No. of States/UTs in which Pizza outlets are 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
	The Financial Score of i^{th} bidder will be computed as follows: $FS(i) = \frac{30 \times LB(i)}{HB}$ Where, HB = Highest License fee quoted by the bidder in financial bid amongst all technically qualified bids. FS (i) = Financial Score of the i^{th} bidder. LB (i) = License fee quoted by the i^{th} bidder in financial bid.	
Total Maximum Marks = 100		

Note:

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

31. Performance security

- a. To ensure due performance of the item, performance security is to be furnished by the successful tenderer.
- b. The performance security should be furnished within 30 days of the award of work order.
- c. Performance security should be equal to the sum of 12 month's license fee.
- d. Performance security may be furnished in the form of a Demand Draft/ Fixed Deposit Receipt / Bank Guarantee from a commercial bank in favour of Registrar IIT (ISM) Dhanbad, payable at Dhanbad.
- e. Performance security should remain valid for a period of 14 months. The performance security will be refunded without any interest, provided that the performance is satisfactory.

32. Refund of EMD

- a. EMD will be refunded without any interest to the successful tenderer on receipt of performance security.
- b. The tenderer, who are not qualified for the tender either in technical bid or on any other grounds, their EMD will be refunded within 30 days from the award of the contract.
- c. If work order is placed and the successful tenderer fails or refuses to install the item, in such case the EMD will be forfeited.

33. Legal

Any dispute with regard to the meaning, effect or interpretation of any clause of this contract/agreement shall be referred to the sole Arbitrator i.e. Director, IIT (ISM) Dhanbad who would act as the sole Arbitrator and proceedings of such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of Arbitration shall be IIT (ISM) Dhanbad only and the language shall be English only. In case of litigation, if any, the District Court of Dhanbad (Jharkhand) shall have the jurisdiction for any such litigation.

34. List of Items for the proposed Institute Restaurant (North Indian) is as under:

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

SELF-CERTIFIED DECLARATIONS FOR TAKING PART IN TENDER

- a. Regarding blacklisting / debarring
- b. Insolvency

1. I / We _____ (Tenderer) hereby declare that the firm / agency / Company, namely M/s _____ has not been declared as **insolvent** by the Central/State Government or any other Organization.

AND

2. I / We _____ (Tenderer) hereby declare that the firm / agency / Company, namely M/s _____ has not been **blacklisted or debarred** in the past by the Central/State Government or any other Organization from taking part in Government tenders in India.

OR

I / We _____ (Tenderer) hereby declare that the Firm/Agency/Company, namely M/s _____ was **blacklisted or debarred** by _____ (Name of organization) from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is expired and now the Firm/Agency/Company is entitled to take part in Government tenders.

In case the above information is found to be false at any point of time, I / We am/are fully aware that the IIT (ISM) Dhanbad can cancel the purchase order and forfeit the EMD. Further, I will not claim any payment for any supplied item against cancelled purchase order.

Date:

Place:

Signature: _____

Name: _____

Address: _____

Stamp:

Declaration for Local Content

For the item value below Rs.10 Crores) (To be given by the Statutory Auditor/Cost Auditor/Cost Accountant/CA for the item value above Rs.10 Crores)

Date: _____

To,
The Director,
IIT (ISM) Dhanbad.

Sub: Declaration of Local content.

Tender No: **SAE-INS-CPPP-034-24-25**

Name of offered the item: _____

In accordance with the order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020, I hereby declare that

- i) I am aware of the Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 and abides by the same.
- ii) I declare that for this tender, I am a **Class-I local supplier / Class-II local supplier / Non-local supplier** (Strike out whichever is not applicable) and classification is based on local content of goods/services/work offered by bidder in this tender.
- iii) **Local content (in percentage) for offered item is: _____%**
Whereas 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- iv) The local content for all inputs which constitute the said goods/services/works has been verified and bidder is responsible for the correctness of the claims made therein. I am fully aware that false declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- v) Details of items, amount and location(s) at which the local value addition is made:

Sl. No.	ITEM (S)	AMOUNT	LOCATION(S)
1.			
2.			
3.			

Yours Faithfully,

**(Signature)
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-CPPP-034-24-25**

Name of Tender: **“Running of Institute Restaurant (North Indian) at IIT (ISM) Dhanbad”**

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

Tender Acceptance Letter

To,
The Director,
IIT (ISM) Dhanbad.

Subject: Acceptance of Terms & Conditions of Tender.

Tender No. **SAE-INS-CPPP-034-24-25**

Name of Tender : **“Running of Institute Restaurant (North Indian) at IIT (ISM) Dhanbad.”**

Sir,

1. I / We hereby certify that I/we have read the entire tender document including all annexures. I/we have read all the terms and conditions of the tender documents. I/we hereby undertake that I/we shall be abide by the terms/conditions/clauses mentioned in the tender document.
2. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by me/our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the Earnest Money Deposit.

Yours Faithfully,

**(Signature of the Bidder)
Seal**