



IIM SIRMAUR
KNOWLEDGE . LEADERSHIP

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR
(An Autonomous body under the aegis of MHRD, Govt. of India)

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR

TENDER DOCUMENT

FOR

RUNNING CANTEEN

AT

IIM SIRMAUR AGAINST TENDER

NOTICE NO. IIMS/PUR/CANTEEN/02/2019-20

Stores & Purchase Officer

Signature of Bidder:.....

Date:.....

INDIAN INSTITUTE OF MANAGEMENT, SIRMAUR
Tender Notice No. IIMS/PUR/Canteen/02/2019-20

SUB: TENDER TO RUN CANTEEN AT IIM SIRMAUR

The Indian Institute of Management Sirmaur (HP) is an Institute of national importance under the aegis of the Ministry of Human Resource Development, Government of India to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

The Institute has canteen premises at Atharv Hostel and intends to give the premises on license, to the willing party having experience of and operating such outlet(s) under its ownership/proprietorship, to cater to the campus community.

Sealed bids are accordingly, invited on behalf of INDIAN INSTITUTE OF MANAGEMENT, SIRMAUR from the interested parties for running such an outlet at the aforementioned location on campus.

The Tender document comprises of **Appendix A & B along with Annexures** which can be downloaded on all working days from Institute website: <http://www.iimsirmaur.ac.in> w.e.f. **May 24, 2019 to June 21, 2019**.

1. The prescribed bid form duly filled by the applicant in all respects should be delivered whether by post or by hand, to the Purchase Office by **21 June, 2019** up to **11:30 a.m.** The tenders will be opened on the same date, i.e., **21 June, 2019 at 03:00 p.m. in the Conference Hall at IIM SIRMAUR** in the presence of the Members of Tender Committee of the Institute and authorized representative(s) of the bidding parties. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
2. The Institute reserves the right to accept / reject any tender without assigning any reasons

Stores & Purchase Officer

Signature of Bidder:.....
Date:.....

GUIDELINES FOR TENDER FOR CANTEEN AT IIM SIRMAUR

General:

1. The contract is for running the Canteen at IIM SIRMAUR for which premises to the successful bidder shall be given on license. However, the canteen shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions of contract, i.e., Appendix-B.
2. Each and every page of the bid must be signed by the bidder himself, if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in such case, there must be an authorization from all the partners to the effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all the partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Any bid not signed on each page and without authorization shall be rejected.
5. Any overwriting or cutting in the bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The tenderer / bidder is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the tenderer's own risk and shall render his tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The tenderer shall give his/her full permanent as well as temporary address in Annexure-1 and shall also furnish/attached proof thereof.
8. The bidder whose bid is accepted, shall submit a Rs.100/- non- judicial stamp paper at its own cost to the Purchase Office for preparing the contract agreement to be signed by the both the parties.
9. **Prices of all items in Annexure-2 must be quoted in Indian rupees (Both figures and words) and Taxes as applicable.**

Eligibility Criteria:

10. The bidder who has an experience of minimum three years of running such a cafeteria/canteen in Government departments, public undertakings and/or renowned educational institutions or elsewhere, may apply along-with sufficient proof of its experience/ability of running such canteen.

Signature of Bidder:.....

Date:.....

11. The bidder must have PAN Number and GST/GSTN number. The bidder whom the contract is finally awarded shall have a GST number for the canteen in question as well, if the related law so requires.

Earnest Money Deposit (EMD)

12. Every bid must be attached with an Earnest Money Deposit of **Rs. 10,000/-** in the form of DEMAND DRAFT of any scheduled bank, in favor of the **“IIM, SIRMAUR”**. Any bid which is not accompanied by the earnest money deposit, shall be summarily rejected.
13. The earnest money of the successful tenderer will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement. The earnest money of the tenderer who withdraws its tender in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.
 - a. The EMD of unsuccessful bidders shall be refundable after completion of the bidding process within 30 days after the receipt of written request from the bidder concerned in this behalf.
 - b. The EMD should be valid for a period of minimum three months.
 - c. The EMD of the bidder whose bid is finally accepted, shall be converted into security deposit.

Documents to be attached with the bid:

14. The bidder must attach the DEMAND DRAFT and self-attested copies of the following documents along with the Technical bid. Any technical bid not accompanied by such documents would be liable for rejection:
 - a. Income Tax Registration Certificate/PAN No.
 - b. Firm/Company Registration Certificate.
 - c. GST Registration Certificate/No., if any.
 - d. Other Statutory Registrations/Licenses, if any.
 - e. Details/particulars of the firm submitting the bid in Annexure-1.
 - f. Total number of outlets and details of outlets not exceeding five presently being run by the bidder.
 - g. Audited balance sheet and profit and loss accounts along with gross turnover and profit for the last three financial years, if any.
 - h. The bidder is required to furnish an undertaking /affidavit dully attested by the competent authority swearing therein that the bidder is not blacklisted / disqualified at any time by any government /authority from participating in the bidding process

Signature of Bidder:.....

Date:.....

- i. Authority/Resolution in favor of the person signing the bid on behalf of the firm submitting the tender.
- j. DEMAND DRAFT of Rs.10,000/- (Ten thousand Only) towards EMD.
- k. Address proof.
- l. Aadhar Card of individual applicant/person signing the bid.
- m. Application/declaration in Annexure-1.
- n. Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned hereinabove.

Submission of Bid:

15. The bid shall be submitted in two parts i.e. Technical Bid and the Financial Bid in the following manner:
- a. Technical Bid:** The Technical bid shall consist of entire Tender document i.e. Appendix-A, Appendix-B and Annexure-1. Along-with it, all the documents as detailed in point 15 above ('a' to 'm') should also be attached. The Technical bid shall be submitted in a sealed envelope, superscripted, **“TECHNICAL BID FOR RUNNING CANTEEN AT IIM SIRMAUR”**.
 - b. Financial Bid:** The Financial bid shall contain only the prices of items in Annexure-2 and nothing else. The price of each and every item must be quoted, failing which, the bid may be liable to rejection. The Financial bid should be put in a separate sealed envelope superscripted, **“FINANCIAL BID FOR RUNNING CANTEEN AT IIM SIRMAUR”**. Both the Technical Bid and the Financial Bid shall further be put in another larger single sealed envelope which shall be received latest by **21 June, 2019 up to 11:30 am**, in the Tender Box, Academic Block at IIM SIRMAUR.

Any bid containing Technical Bid and Financial Bid in same envelope shall be summarily rejected.

16. Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse, shall be entertained.
17. The tender will remain valid for 30 days from the date of opening. 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 30 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the contractor at a later date, the bidder shall be competent to refuse.

Opening of Bids:

18. First of all, **the Technical bids will be opened on 21 June, 2019 at 03:00 p.m. in the Conference Hall at IIM Sirmaur** in the presence of authorized representative(s), if any, of bidding parties and the Members of Tender Committee of the Institute. The bidders will also be

Signature of Bidder:.....
Date:.....

required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer. Thereafter, **financial bids of all the technically qualified bidders will only be opened on same date** and considered.

19. The party, whose tender is accepted, will have to sign an agreement within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.

Evaluation Criteria for Bid Evaluation:

20. **The contract will be awarded to the bidder who will have lowest sum of weighted cost of all the listed items i.e lowest tender basis i.e. firm/vendor is L-1 in maximum number of cases/price quotes..**

Acceptance/Non-acceptance of bids:

21. The tenders that do not fulfill any of the above conditions or are incomplete in any respect, are liable to be rejected.
22. The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Tenderer _____

Name _____

Name of the firm/ company _____

Full Address & Telephone/Mobile No. _____

Signature of Bidder:.....

Date:.....

TERMS & CONDITIONS OF CONTRACT

Scope of Contract

1. The contract comprises the necessary arrangement of all raw materials required for the preparation of snacks besides the beverages, sweets, preparation of items mentioned in the menu, and serving the prepared articles to the customers, including provision of all materials, equipments for preparation and serving of the articles. This will also include transportation, cost of materials and labor. The contractor shall make his own arrangement for safe storage of materials and accommodation for its staff etc.

Definitions:

2. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.
 - a. “Contractor” means the person or persons, firm or company whose tender has been accepted by the Institute and includes the contractor’s personal representative, successors and permitted assigns.
 - b. “Institute” means the Indian Institute of Management, SIRMAUR through its representative.
 - c. “Officer-in-charge (Purchase)” means the Officer-in-charge (Purchase) of the Indian Institute of Management, SIRMAUR who directs and administers the contract.

Documents Forming the Contract

3. Appendix-A, i.e., the Guidelines for bidders, Appendix B, i.e., terms and conditions of the contract, the schedule of quantity, application/declaration in Annexure-1 and prices filled in Annexure-2, and the letter containing offer of award of tender issued by the Institute to the successful bidder shall be integral part of this contract.

Duration of the contract:

4. The duration of contract will be for **two years** from the date of signing the contract, first three months being the probation period and on satisfactory completion of the probation period, the contract will automatically be extended for rest of the period i.e. twenty one months. The contract shall be extendable for two more years on yearly basis subject to satisfactory performance. No further extension of the contract, beyond four years, will take place under any circumstances.

Signature of Bidder:.....
Date:.....

Licence Fee, Electricity Charges & Other Provisions for Licensed premises:

5. The contractor shall be liable to pay the license fee regularly by 7th of each successive month. The monthly license fee is presently at the rate of **Rs. 2000/- per month** for the canteen space (inclusive of water charges) which however, shall be subject to change from time to time at the discretion of the Institute.
6. In case of failure to pay the License fee within the stipulated time as aforesaid, the contractor shall be liable to pay a sum of Rs. 100/- p.m. over and above the License Fee on cumulative basis towards delay charges.
7. Besides, the contractor shall also be liable to pay the electricity charges on actual consumption basis to the Maintenance Department at the then prevailing rates along with the payment of monthly Licence fee. For the purpose, there shall be a meter installed in the canteen by the Institute. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid at the then prevailing rates.
8. However, in case of non-payment of electricity charges in time, the contractor shall be bound to pay a penalty towards **belated payment @ 5% per month** of actual dues (to be rounded off) over and above the bill.
9. Non-payment of Licence fee, the electricity charges and cleaning charges within 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.
10. The contractor shall use the premises ONLY for which it has been given by the Institute under the contract. The use of the premises for any other purposes will lead to the suspension/termination of the contract.
11. The contractor 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 Purchase Office. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

Assignment & Subletting:

12. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under to any other person without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.
13. If at any time, it is detected that the canteen has been sublet or assigned to any other entity by the contractor, the Institute would be at liberty to terminate the contract forthwith without

Signature of Bidder:.....

Date:.....

giving any time to the contractor 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.

14. The entire business of the canteen shall be carried out in the name and at the behest of the contractor.
15. The contractor or his authorized/competent representative whose intimation would be provided in writing in advance to the Purchase Office, shall at all times be available in the canteen and the business of the canteen shall not be carried out by any other person/ entity under any circumstances.
16. In normal course, the contractor or his authorized competent person should be available in the canteen. However if for any reason, the contractor is not in a position to be available in the canteen consecutively for more than 3 days, a prior permission will have to be obtained from the Purchase Office, failing which, it will be deemed that the contractor has violated an essential condition of the contract and the contractor may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

Canteen Timing, Menu, Prices, Facilities and Services etc.

17. The canteen shall operate from 24 X 7 X 365.
18. The Canteen shall operate on all seven days of the week and there shall be no holiday under any circumstances, save with the prior instructions/approval of the Purchase Office.
19. All items mentioned in Annexure-2 must be available during the canteen working hours. However, the Institute through Administration may add or delete any number of items to the menu/Annexure-2. All the orders in this behalf shall be issued by the Officer In-charge ,Purchase office.
20. The prices in Annexure-2 are supposed to remain static during the entire contract period and the contractor shall not be entitled to any compensation due to the fluctuation in the market rates of materials and labour. However, the Administration may at its discretion and in consultation with the contractor and Warden-in-charge upon mutual understanding modify the prices of items on quarterly basis in proportion to the overall change in price index. The price index shall not be applicable to third party items.
However, all modification in prices shall be in INR multiples.
21. All necessary furniture and other infrastructure shall be provided by the Institute.
22. Facility of Payment by credit, debit and ATM cards/BHIM/Paytm/UPI etc. should be made available.)
23. The contractor should have own mobile number(s) as well as its canteen personnel for contact by the Institute Authorities.
The contractor shall display its mobile number at one top end of the notice board displaying prices of the items.
24. Safety standards should be maintained. Adequate number of Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed in a prominent place. First aid measures should also be available for emergencies.
25. Small set of services/items for sale along with the price list should be prominently displayed in legible font at conspicuous place. Printed price menu should also be available on tables. All items in price list should be made available to the customer.
26. The Contractor shall have to provide proper and smooth services to the customers to their satisfaction.
27. Any loss to the Campus residents with regard to the services provided by the contractor shall be

Signature of Bidder:.....

Date:.....

the responsibility of contractor. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.

28. All the items prescribed as per the tender agreement should be made available at all times. Permission for any alteration, addition or deletion should be obtained from Purchase Office along with the prices of respective items.
29. For the consumers who are not willing to pay in cash, the contractor shall facilitate with a swipe payment machine and shall also provide in the canteen the UPI based payment system. The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).

Liability of GST and Other Taxes

30. The contractor shall be absolutely liable for payment of GST to the respective department on items sold in the canteen. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
31. The contractor shall further be liable to pay to the Institute GST at the rate applicable from time to time on the Licence fee payable by it. The GST shall be payable over and above the Licence Fee and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.
32. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
33. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said canteen or in other places of the campus. The contractor 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 extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

Quality, hygiene & cleanliness:

34. The contractor shall maintain the quality in preparation of articles, constant supply of cold drinking water & availability of fresh items. There shall be no compromise in regard to the quality of items to be sold in the Canteen premises.
35. The contractor shall maintain full hygienic conditions in the Canteen, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Canteen. The contractor shall also have to make his own arrangements for safe storage of materials including the food items. The contractor shall not use any prohibited ingredient in the preparation of food nor shall sell any food item containing any prohibited ingredient from the canteen premises. In case of any violation of the provisions of Food safety and Standards Act 2006 or any amendment made therein from time to time, the contractor shall be solely responsible for the same and no liability is to be incurred by the institute.
36. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises allotted to the contractor.
37. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done regularly after every six months.
38. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the canteen.

Signature of Bidder:.....

Date:.....

39. Usage of plastic bags is a strict NO and the same shall not be used any under circumstances, whatsoever. Instead, use of Paper bags/plates/cups/etc. is encouraged. Cloth bags may be made available for users (at nominal charges).

Directives of the IIM Sirmaur, Administration

40. The contractor shall carry out the work in accordance with this contract and the directives of Office-in-Charge (Purchase) and to the satisfaction of the IIM Sirmaur through the Administration. The Administration may, from time to time, issue further instructions, detailed directions and explanations in regard to:
- a. The variation or modification in the menu of eatables including additions/omission or substitution.
 - b. The removal from the site of any material thereon by the contractor and the substitution of any other materials thereon.
 - c. The removal from the work of any person employed thereupon in terms of the provision provided hereinafter.
 - d. Inspection of raw materials, other equipment and utensils.
 - e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

Fuel for Cooking:

41. The Contractor shall use only the LPG/Induction for cooking and use of any other fuel is prohibited and it is a must. Accordingly, the contractor shall ensure obtaining commercial LPG connection from the authorized gas agency who has its LPG supply line installed in the Institute premises. Commercial LPG cylinders could be used only.

Deployment of Workmen

42. The contractor shall employ in running the canteen only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.
43. Worker(s) in the canteen shall be deployed after his/her deployment is cleared by the Purchase Office and for this purpose, the contractor shall provide the details of them in the given format.
44. The contractor shall neither employ any child labour nor any worker who is below 18 years of age.
45. No female employee shall be allowed to work in the canteen during night i.e. 8:00 pm to 6.00 am.
46. All the workers shall invariably carry their ID Cards (to be provided by the contractor at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
47. The bearers for servicing in Canteen will have to be provided uniforms by the contractor during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner the uniforms during the working hours.
48. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
49. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.

Signature of Bidder:.....

Date:.....

50. The contractor shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters. The workers/ employees, employed by the contractor in the canteen shall be deemed to be the employees of the contractor and the institute shall not be liable for any dispute between the worker and the contractor.
51. The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.
52. The contractor shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

Compliance of Statutory Obligations and Other Provisions

53. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
54. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act,2003.
55. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration, food safety and standards Act 2006 etc.
- 57 (a) On award of contract, the vendor shall mandatorily apply for FSSAI License within one week and shall get the license before the end of the probation period. The copy of the same should be submitted to the Purchase Office.
56. The Contractor shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the contractor's failure, as well as the Institute's license fee, electricity charges and other dues etc. The contractor shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the contractor's security deposit.
57. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the contractor or for its illegal actions, the Institute would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

Signature of Bidder:.....

Date:.....

58. The contractor would comply with all guidelines/instructions issued by the Officer In-charge (Purchase) in consultation with the Administration besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.
59. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

Complaint Mechanism

60. The contractor shall maintain a complaint book in the canteen wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Purchase Office for necessary action.
61. The complaints shall be removed or dealt with by the contractor on priority basis on issues that concern the contractor and a compliance report thereon, shall be submitted to the Purchase Office along with the production of complaint book.
62. The contractor 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 the behest of the Administration. Such penalty or fines shall be imposed through the Officer In- charge (Purchase) according to the nature of the complaints. The first penalty in such case would be to the tune of Rs. 1000/-, Rs. 2000/-, the second time and Rs.5000/-, the third time.
63. However if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any further notices.

Termination of contract:

64. Either party may terminate the contract by giving 30 days notice to the other party without assigning any reasons, whatsoever.
65. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
66. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 07 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render [the contract to pay a penal rent/use and occupation charges to the Institute@Rs.100/-per Sq. Meter](#) or at such higher rate as the Institute may deem appropriate at its absolute discretion. The penal rent under no circumstances shall be subject to question and it is the specific term of this contract.
67. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to any challenge by the contractor. All the goods belonging to the contractor in such circumstances shall be deemed forfeited therefrom and may be sold or put to auction at the discretion of the Institute (IIM). The Institute may, if it so desires, proceed against the contractor in terms of provisions of 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.

Contract Documents and their interpretations

68. The original agreement shall remain with the Institute while a photocopy thereof may be had by the contractor, if it so wishes.
69. 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 contractor along-with further directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court of law.

Signature of Bidder:.....

Date:.....

ARBITRATION

70. In the event of any dispute arising between the contractor'(s) and the institute (IIM SIRMAUR) during the currency of the contract or after conclusion thereof the same shall be settled by arbitration in accordance with the provisions of the arbitration and conciliation act 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole arbitrator to be appointed by the CAO, IIM SIRMAUR whose decision shall be final and legally binding on the parties. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an arbitrator the CAO IIM SIRMAUR may appoint a new arbitrator. The venue of arbitration shall be the respective office of the arbitrator or a place suitable to IIM SIRMAUR unless otherwise specified in the arbitral award the cost of such arbitration shall be borne by the contractor'(s) and there will be no objection to this effect by any of the parties.

Jurisdiction

71. All matters and disputes under this contract shall be subject to the jurisdiction of SIRMAUR Nagar District Courts only.

Signature of the Bidder

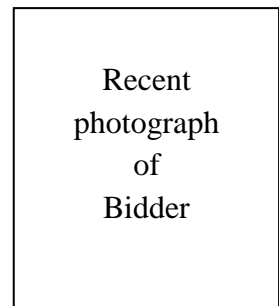
Full name of the Bidder _____

Name of the Firm _____

Address: _____

Mobile No. _____

Seal



Signature of Bidder:.....
Date:.....

TECHNICAL BID FOR RUNNING THE
CANTEEN AT IIMSIRMAUR

Name of the Applicant -----
(If an individual)/Firm

Father's Name -----

Address of self and Firm -----

Phone No. / Mobile No. -----

Aadhar No. -----

Details of EMD

- a. Amount : Rs. 10,000/-
- b. DEMAND DRAFT No. : _____
- c. Dated : _____
- d. Bank & Branch : _____

GST NO -----

PAN No. -----

EPF Code No., if any -----

ESI Code No., if any -----

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 Canteen premises and handover it to the Institute whenever a notice is served.
- 3. That I bind myself to the terms and conditions of this tender document.

Date:

Signature of the applicant
Seal

Signature of Bidder:.....
Date:.....

Financial Bid
INDIAN INSTITUTE OF MANAGEMENT
SIRMAURPURCHASE OFFICE

Price Schedule of Items to be sold in Canteen, IIMSIRMAUR

Sr. No.	Name of items	Unit	Quoted Rate In both figure and words (Rs.)
DRINK			
1	Tea	100 ml	
2	Black tea	100 ml	
3	Lemon tea	100 ml	
4	Coffee	100 ml	
5	Black coffee	100 ml	
6	Plain milk	200 ml	
7	Green Tea	100 ml	
8	Lassi	200 ml	
COLD DRINKS/BEVERAGES			
9	Ice tea	100 ml	
10	Jal jeera	200 ml	
12	Cold Coffee	200 ml	
13	Cold Coffee with Ice Cream	200 ml	
14	Lemonade	200 ml	
16	Cold drink (all popular brands of Coca-Cola, Pepsi & Amul)	200 ml	
17	Banana shake	200 ml	
18	Mango Shake	200 ml	
19	Badam shake	200 ml	
20	Masala Nimbu Pani	200 ml	
21	Fresh Lime Soda	200 ml	
22	Nimbu Pani	200 ml	
23	Fresh Juice	200 ml	
SANDWICHES AND MEAL			
24	Bread Pakora	No.	
25	Egg Cheese Sandwich	No.	
26	Samosa	No.	
27	Burger	No.	
28	Paneer sandwich	No.	
29	Spring roll	No.	
30	Veg. Maggi	200 gm	
31	Egg. Maggi	200 gm	
32	Rajma Chawal	Half plate/Full plate	
33	Kadi Chawal	Half plate/Full plate	
34	Veg. Grill Sandwich	No.	
35	Veda Pao	No.	
36	Bhel Puri	Per Plate	

Signature of Bidder:.....

Date:.....

37	Dhokla	No.	
38	Dahi Bhalla	Half plate/Full plate	
39	Dosa	No.	
40	Veda Idli	No.	
41	Momos	Half plate/Full plate	
42	French Fries	Half plate/Full plate	
43	Fried Rice	Half plate/Full plate	
44	Noodles	Half plate/Full plate	
45	Omelets	2 Egg/4Egg	
46	Paranthas (Aloo/Gobhi/Payaj)	No.	
47	Paneer Parantha	No.	

- Note: 1. Time to time more items may be added in the list with the prior approval of the competent authority IIM Sirmaur.**
2. Taxes will be applicable as per norms

Signature of Bidder:.....

Date:.....

Signature of Bidder:.....

Date:.....

CERTIFICATE

I _____ Son/Daughter / Wife of Shri _____ Proprietor / Director/
authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and
execute this tender document;

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
2. I, do hereby certify that I / my representative/ representative of our firm/company shall place the samples of items quoted by me/us/our firm/company (without indicating price, clear marking of firm/agency name in each of item) to Store Department of Indian Institute Management, Sirmaur, on the receiving of official intimation from competent Authority of IIM SIRMAUR regarding the “Technical Responsiveness of me /us/ our firm/company for this Tender”.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I, do hereby declare that the I/we/our firm/company has neither been black listed nor any criminal case is pending against me/us/him/our firm/our company (attach an affidavit duly notarized on Stamp Paper Worth of Rs. 50/-) stating that I/we/our firm/company has never been Black listed and no criminal case etc/ is pending against me /us/our firm/company) by any of the Govt. Institute/Ministries/Departments/PSUs.

Signature of authorized person)

Date: _____ Full Name: _____

Place: _____ Seal: _____

Signature of Bidder:.....

Date:.....