

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Tender Notification No & Date :	N0:- IHM/BTI/2022/ 1348	Dated :- 12.12.2022
Nature of work :	Running and Operation of the following :- 1) Canteen 2) Verka Milk Booth for a period upto 31.12.2023 or the period further extended.	
Cost of the tender document:-	Rs. 200/- only {Non refundable, under any circumstances}. Note:- Tender document fee may be deposited in the shape of Demand Draft in the favour of INSTITUTE OF HOTEL MANAGEMENT, BATHINDA. The same can also be deposited with the Institute Cashier against receipt.	
EMD Amount :	<u>Rs. 5000/- only for the Canteen.</u> <u>Rs. 25000/- for the Milk Booth.</u> Earnest Money Deposit may be deposited in the shape of Demand Draft in the favour of INSTITUTE OF HOTEL MANAGEMENT, BATHINDA. The same can also be deposited with the Institute Cashier against receipt. {Refundable to the Non-successful bidders, without any type of interest or other charges}. However, It will be converted in Performance security in case of successful tenderer and will be returned after successful completion of the contract period.	
Performance Security:-	The EMD deposited along with the tender will be converted against the performance security.	
Period of the Contract	<u>Upto 31.12.2023</u> and further extendable only on satisfactory services and mutual consent of both the parties.	
Date of start of downloading of	immediate from the website of the IHM, Bathinda and the same	

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

tender documents:-	can also be procured from the office of the State Institute of Hotel Management, Bathinda.		
Website for downloading of the tender document:-	Same as above.		
Last date for downloading of the tender document:-	<u>30.12.2022 to 12.30 pm</u>		
Last date & Time for submission of the tender documents:-	<u>30.12.2022 up to 1.30 pm</u>		
Date and time for opening of the Technical Bids of Tender documents:-	<u>30.12.2022 (at 2.30 p.m.)</u> at the Conference Room of the IHM, Bathinda.		
Date and time for opening of the Financial/ Price Bids of the Tender document	<u>After opening and evaluation of the technical bids.</u>		
Address for the submission :	STATE INSTITUTE OF HOTEL MANAGEMENT, INDUSTRIAL GROWTH CENTRE, MANSA ROAD, NEAR ADVANCED CANCER INSTITUTE, BATHINDA		
Who can be contacted for obtaining more information about the tender.	<u>Sr. No.</u>	<u>Nature of Information</u>	<u>Name of the concerned Official with contact No:-</u>
	1	About the tenders and allied information:-	PRINCIPAL STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA. (on all working days from 9.00 a.m. to 5.00 p.m.)

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

INSTRUCTIONS/ GUIDELINES TO THE TENDERERS

1. Please download the Tender document from the website of the institute and the same may also be obtained from the office of the IHM, Bathinda.
2. An affidavit regarding Non-Black listing as per proforma given at (Annexure-II) on Non-Judicial Papers of appropriate value, duly attested by an Executive Magistrate or a Notary Public may also be submitted with the tender document.
3. Attach Technical Bid Proforma (Annexure-III).
4. Attach a signed copy of the terms and conditions (Annexure-IV).
5. Attach Detail of Bank Account for refund of EMD. (Annexure – V)
6. In addition to this, following documents are to be attached with Technical Bid:-
 - i) Tender Fee : The tender document fee of Rs. 200/- may be submitted through demand draft and it can also be deposited on the cash counter of the Institute. The original Demand Draft or the Receipt issued by the cashier (as applicable) will be attached with the tender document.
 - ii) Earnest Money Deposit (EMD) as detailed below:-

Sr. No	Name of the location	Amount of EMD (In Rs.)
1	Canteen	5000
2	Milk Booth	25000

{Refundable to the Non-successful bidders, without any type of interest or other charges}.

However, It will be converted in Performance security in case of successful tenderer and will be returned after successful completion of the contract period.

The Earnest Money Deposit as applicable may be submitted through demand draft and it can also be deposited on the cash counter of the Institute. The original Demand Draft or the Receipt issued by the cashier (as applicable) will be attached with the tender document.

- iii) Details of registration as Company / Shop / Establishment. The supporting document should be attached with the tender document.

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

- iv) Copy of Certificate of Registration for GST and PAN (as applicable). The supporting document should be uploaded on the e-procurement website of the Govt. of Punjab along with the tender document.
- 7. Attach a signed copy of the Acceptance of Tender/ Conditions Forms (Annexure-VI). The said copy must be signed and duly stamped.
- 8. Amount of the **License fee** should be quoted only in proforma at Annexure-‘VII’. It is worth to mention here that the License Fee once quoted/ finalized will remain same/ unchanged for a period of the contract. The successful bidder will deposit License Fee (in advance) for three months in advance/ quarterly basis to the Accounts Department.

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Annexure-I

Sealed tenders are invited for licensing out of **following:-**

- 1) Canteen**
- 2) Milk Booth**

The tender document containing detailed terms & conditions may be downloaded from the website of the Institute. A copy of the Tender Document may be obtained from the Office of the Institute of Hotel Management, Bathinda.

1. The tenders will be opened on the same day at 2.30 PM, at the Conference Hall of the IHM, Bathinda in the presence of tenderer(s), who wish to be present in the said tender opening process. However, the individuals keen to attend the tender opening process should have an authorization certificate from the company/ tenderer.
2. The Price bid will be opened after the opening of Technical Bid. The Price Bid of the technical qualified bidders will be opened by the institute.
3. The IHM authorities reserves all rights to accept or reject any or all the tenders without assigning any reason.

Principal

Dated: _____

Place: _____

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Annexure-II

(To be furnished on non-judicial stamp papers
worth Rs.30/- duly attested by Executive Magistrate or Notary Public).

AFFIDAVIT

I/We _____
partner/sole proprietor (Strike out which is not applicable) of (Name & Address of Firm)
_____ do hereby declare and solemnly affirm:-

- a) That the individual/firm/ companies are not debarred or black- listed by any department of Union/ State Government or any autonomous institute.
- b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute.
- c) That the terms and conditions for **“Operation of Canteen/ Milk Booth at the State Institute of Hotel Management, Bathinda.”** at are acceptable to me/us.
I/We will abide by them in letter and spirit.
- d) That I will supply the required material within the stipulated delivery period of the tender document/ supply .

Date: _____

Place: _____

DEPONENT

VERIFICATION

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein.

Date: _____

Place: _____

DEPONENT

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Annexure-III

TECHNICAL BID

- 1 Name of the applicant
(tenderer/ bidder). _____
- 2 Constitutional status of the
tenderer/ bidder. _____
i.e. Proprietor/ Partnership firm/ Pvt. Limited
Company/ Public Limited Company/ Co-op
Society etc.
- 3 Address of the tenderer/
bidder _____

- 4 Name of the Dealing Person :- _____
- 6 Position of the dealing person
in the tenderer firm/
company/ society :- _____
- 7 E mail id:- _____
- 8 Fax No:- _____
- 9 Mobile No:- _____

10	Details of the Tender Document Fee:-	
(A)	<i>In case Tender Document fee is deposited in the shape of a demand draft:-</i>	
	Demand Draft No.	_____
	Date of demand draft	_____
	Amount of the demand draft	Rs. 200/- Only (Rs. Two Hundred Only)
	Bank with branch name	_____
(B)	<i>In case Tender Document fee is deposited in the shape of a University receipt:-</i>	

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

	Receipt No.	
	Receipt date	
	Amount of the Receipt	Rs. 200/- only (Rs. Two Hundred Only)

10	Details of the Earnest Money Deposit (EMD):-	
(A)	<i>In case EMD is deposited in the shape of a demand draft:-</i>	
	Demand Draft No.	
	Date of demand draft	
	Amount of the demand draft	
	Bank with branch name	
(B)	<i>In case EMD is deposited in the shape of a receipt:-</i>	
	Receipt No.	
	Receipt date	
	Amount of the receipt	

13 PAN Number

14 GST No.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Remarks
1.	Copy of Tender Notice attached – Annexure – I	Yes/No
2.	Whether an affidavit on the non-judicial stamp paper, duly attested by the Executive Magistrate/Notary, regarding non-black listing/ non-prosecution of firm has been submitted? – Annexure – II	Yes/No
3.	Technical Bid Proforma attached – Annexure – III	Yes/No
4.	Signed copy of terms & conditions attached – Annexure – IV	Yes/No
5.	Bank Details (Anexure – V) for refund of EMD attached	Yes/No

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

6.	Signed copy of an acceptance of tender/ conditions (Anenxure – VI)	Yes/No
7.	Whether the fee of Rs. 200/- only (Rs. Two Hundred Only) on account of Tender Fee has been submitted or not?	Yes/No
8.	Whether an Earnest Money Deposit of the appropriate value has been submitted in the shape of a Demand Draft or through Receipt or not ?	Yes/No
9.	Whether each page of the tender document and other enclosures as well as cutting(s)/ overwriting(s) have been signed/ initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory, has been submitted?	Yes/No
10.	Copy of Certificate of Registration for GST/ PAN attached.	Yes/No

Note: Non compliance to any of the above conditions will render the offer/ tender to be rejected out-rightly and Price bid of the firm will not be opened.

Dated:- _____.

Place:- _____.

Signature_____

Name:- _____

Address:- _____

Contract No:- _____

E-mail id:- _____

With Seal

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Annexure-IV

TERMS AND CONDITIONS

FOR OPERATION OF CANTEEN & MILK BOOTH

1. SCOPE OF WORK

This work involves providing Food and Beverage services in the following Tuck Shops/ Canteens, whose details are mentioned below:-

Sr. No	Name of the location where tuck shop will be established/ operated	Status of Building for the Canteen/ Tuck Shop
1	CANTEEN	{Already constructed building available}.
2	MILK BOOTH	{Already constructed building available}.

2. PERIOD OF CONTRACT:

- i. The agreement shall be initially for period upto **31st of December 2023** which can be extended for a further period subject to the satisfactory performance and mutual consent of both the parties.

Proviso:

In case the licensee is unable to continue the contract and serves the prior notice before the 31.12.2023, then rent equivalent to one month will be recoverable from licensee to be deposited along with such notice in addition to rent of notice period.

3. SECURITY DEPOSIT

The contractor will deposit a security (refundable) of an amount mentioned below :-

Sr. No	Name of the location where tuck shop will be established/ operated	Amount of Refundable security
1	College Canteen	Rs. 5000/-
2	Milk Booth Verka	Rs. 25000/-

The said amount of Security will be deposited by the contractor in the shape of a Demand Draft issued in the favour of “**INSTITUTE OF HOTEL MANAGEMENT, BATHINDA**” and drawn on any commercial/nationalized bank, payable at BATHINDA , along with the agreement.

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.

However, the amount of the EMD submitted by the successful bidder will be adjusted against the Refundable Security.

4. LICENCE FEE:

- a) The licensee shall pay the Quarterly license fee as applicable from time to time, in advance on or before 10th day of the designated month to the Accounts Department against proper printed receipt.

5. PAYMENT OF TAXES:

The Licensee shall be liable to pay all such fees or taxes including GST as may be levied by the Government or any other authority in respect of the services, under any law from time to time. The contractor shall deposit the GST regularly to the department concerned at the prevailing government rates, failing which he will be solemnly be liable for the consequences.

6. QUALITY:

The contractor shall use raw ration material to make and sell products at his canteen / Verka Milk Booth also material used for preparation of prepared food should be quality controller and branded, as per details mentioned below:-

1.	Fresh Milk	In sealed poly packs of Verka Only
2.	Salted Butter	Verka Only
3.	Cooking Oil	Refined Vegetable Oil "Aggmark" certified of Groundnut/ Sunflower/ Soya Bean Base (Gini/ Vita Flora/ Sweekar/ Sundrop/ Dhara)
4.	Bread Loaf	Modern/ Britannia/ Bonn/ Cremica etc.
5.	Tea Leaves	Lipton/ Brook Bond/ Tata brands
6.	Coffee Powder	Nescafe/Bru
7.	Spices and Condiments	MDH/ Catch/ Everest etc.
8.	Cereals& Pulses	'A' grade quality.

7. RATES:

- a) The rates for the eatables shall be charged on the fixed rates as follows:-

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Approved rates for IHM Canteen and Verka Milk Booth

	Name of the item	Approved Rates
Approved rates that will be collected by the contractor.	: Tea (per cup) standard size	Rs.8/-
	: Coffee (per cup) standard size	Rs.10/-
	: Samosa (per pc.) with chatni / tomato sauce	Rs.10/-
	: Bread Pakora with stuffing with chatni/ tomato sauce	Rs.10/-
	: Sandwich with chatni/ tomato sauce	Rs.20/-
	: Alloo Patty with tomato sauce	Rs.10/-
	: Nimbu Pani	Rs.10/-
	: Shakes (200 ml)	Rs.20/-
	: Lassi PACKAGED OF ONLY VERKA	MRP
	: Milk PACKAGED OF ONLY VERKA	MRP
	: Burger (Veg with alloo tikki) with tomato sauce	Rs. 25/-
	: Burger (Veg with alloo tikki, Paneer and Milk Cream) with tomato sauce	Rs. 30/-
	: Egg Omlate of two egg with 04 pc. Bread slice with tomato sauce	Rs. 30/-
	: Egg Bhurji of 02 egg with tomato sauce	Rs. 30/-
	: Cold Drinks of only renowned brands such as Cocacola and Pepsi etc.	MRP
	: Biscuits of only renowned brands such as Raja, Britannia, Parle, ITC etc.	MRP
	: Chips and Namkeens of renowned brands such as Haldiram, Pepsico., Cremica, ITC etc.	MRP
	: Curd Plate 100 gms extra ONLY VERKA BRAND	MRP
	: Packaged butter of ONLY VERKA BRAND	MRP
		: Stuffed Pratha (With Butter and Achar)
	: Veg Thali (Regular):- Seasonal Veg. + Dal Fry + Rice + Chapati (4 pc. Without Rice and 2 Pc. With Rice) + Salad + Achar	Rs. 50/- per plate

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

	:	Veg. Thali (Special) Paneer Vegetable such as Matar Paneer / Shahi Paneer / Cheese Chilli / Palak Paneer + Seasonal Veg. + Rice + Chapati (4 pc. Without Rice and 2 Pc. With Rice) + Papad + Veg. Salad + Achar + Sweet Dish (Ice Cream / Gulab Jamun/ Rasgulla etc.)	Rs. 100/- per plate
	:-	SWEETS ONLY OF VERKA BRAND	MRP
	:-	OTHER MILK PRODUCTS OF ONLY VERKA BRAND	MRP

Important Note:- As per instructions received from the Verka at the time of allotment of Verka Milk booth to the Institute, it should be clearly noted that on the Verka Milk Booth the products related to Verka Brand may only be sold. The products of other companies that are in competition with Verka can't be sold at the Verka Milk Booth.

- b) The contractor cannot make any enhancement in rates without the prior approval of Principal, IHM, Bathinda. (However, any revision in rates shall be considered after one year for which the licensee shall write to the Principal).
- c) **Rates list of all the articles kept for sale, shall be displayed in Bold Manner near the counter by the licensee at his own cost.**

8. SERVIETTES & CROCKERY

- i) The contractor will have his own crockery, cutlery and cooking utensils. **The Institute will not provide any type of help in providing of Crockery/ Cutlery or Cooking Utensils under any circumstances.**
- ii) The contractor will have to arrange LPG fuel at his own cost. Recurring cost on this account shall also be borne by the contractor.

9. SAFETY MEASURE:

The contractor will provide the fire safety Gadgets to ensure safety from fire etc. Further, the gas cylinders will be kept outside the kitchen premises, in cage provided outside, to ensure safety.

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Over and above the contractor would provide the Certificate issued by competent authority under Food Safety and Standards Act, 2006, within one month from the award of contract, which is mandatory and non supply of the same within one month from the date of award of contract would mean the cancellation of contract and forfeiture of EMD/Security deposited.

10. INDEMNITY BOND:

The contractor shall indemnify this Institute against any loss to College property and other infrastructure of this college/ hospital for theft, fire or misuse caused due to his act or omission. For this purpose, the contractor will have to submit a written Indemnity Bond on a Non Judicial Stamp Paper of Rs. 25/- duly attested by an Executive Magistrate or a Notary Public, within 30 days of award of contract.

11. COMMENCEMENT OF WORK:

The contractor is required to commence the work within 30 days of the issue of the allotment letter. In the event of failure of commencement of work within the stipulated time, a penalty @ Rs. 100/- per day w.e.f. date of award contract shall be imposed up to 30 days, after which award of contract will be deemed cancelled and EMD/Security Deposit forfeited and contractor will be blacklisted for future.

12. STAFF:

The contractor shall employ adequate number of experienced persons at his own cost to run the Canteen/ Tuck Shop/ Verka Milk Booth.

In case of any complaint/ against any of his employee, the contractor shall immediately replace the particular person so deployed if so desired by the Head of the concerned building where the contractor is providing his/ her services.

Accommodation for the servants will not be the liability of the Institute and will be arranged by the contractor on his own.

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

13. IDENTIFICATION, UNIFORM AND MEDICAL EXAMINATION OF STAFF:

- The employees of the contractor are required to display their Identity Cards for the purpose of proper identification, which shall be issued to them by the contractor.
- They will wear clean and neat uniforms.
- The Contractor will ensure that all his employees are medically fit and are free from communicable diseases. He will also communicate to the Head of the concerned building the names, parentage, residential address, age etc. of the persons as and when deployed or changed from time to time.
- Police & antecedent verification of mess employees would be the responsibility of contractor.

14. RELATIONSHIP BETWEEN THE EMPLOYEES OF CONTRACTOR AND THE INSTITUTE:

- The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purpose.
- In no case, there shall be any relationship of employer and employees between the said persons and this institute, either implicitly or explicitly.
- It would be sole responsibility of contractor for deduction and payment of EPF/CPF/ESI/GIS etc. The institution would in no way be responsible/liable for the same. In case of death/disability of any of the employees of the contractor/helper of the contractor then in that case it would be sole responsibility of the contractor towards the family of the deceased/disabled person for any compensation. No claim in this regard would be claimed from the Second Party/College.

15. RUNNING OF THE CANTEEN, CLEANLINESS AND SANITATION:

The contractor shall arrange all material at his own cost from the market and ensure adequate quantity of ration and other articles required for the Canteen services. **The hygiene and sanitation of the premises shall be the responsibility of the contractor.**

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.

The contractor shall be required to keep the Canteen as well as its surrounding hygienic, neat and clean.

Sale and consumption of articles like cigarettes, wine and other narcotics is prohibited in the Canteen . However, he will be permitted to sell Stationary, Phtostate, Lamination etc. at the Canteen/ Milk Booth.

It should be clearly noted that the Milk and Milk Products on the Milk Booth will be sold of Verka Brand only. The Contractor will not sell any item of any other brand that is in competition with the products of Verka, under any circumstances.

It may also be noted that the Institute can purchase the Verka Milk and Verka Milk Products from the Verka Milk Booth for its internal usage. The Verka Booth Operator will not be allowed to charge more than the dealer rates for the said milk and milk products from the IHM. The IHM Bathinda will make payments on fortnightly basis i.e. twice in a month. The Milk Booth contractor will provide a list of the dealer rates of all Verka items so that the order may be made (if required) by the IHM, Bathinda from the said dealer rates/ wholesale rates of the Verka.

16. PREVENTIVE MEASURES TO BE TAKEN BY THE CONTRACTOR:

The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct by his employees.

The contractor shall not use the Canteen area for residential purposes for himself and for his employees.

17. SURPRISE CHECK:

The Principal, Administrative Officer or any of his/ her representative is at liberty to carry out any surprise check to ensure that the contractor is providing satisfactory services. The Principal/ Administrative Officer or any other officer authorized for the

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

purpose shall be at liberty to check the quality of items prepared in the Canteen at any time and to take samples of the same to be tested in the College Laboratories or any other Laboratory. In case the quality of food is found unsatisfactory, the contractor shall be liable to pay a fine of Rs. 200/- for each such instance up to max. three times. Thereafter, the Principal will have to authority to get the food samples checked and in case of failure; the contract will be terminated immediately and security forfeited.

18. DETERMINATION OF QUALITY OF WORK/ SERVICES:

The decision of the Principal/ Administrative Officer or his authorized representative with regard to the determining of quality of work/ services done by the contractor, shall be final and acceptable to the contractor. The contractor shall, thereafter, rectify the defect so pointed out without any extra payment.

19. BLACK LISTING:

The agreement for this contract shall be subject to the black-listing policy declared by the Government issued from time to time.

20. ALTERNATE ARRANGEMENT IN CASE OF DEFICIENCY IN SERVICES:

The Principal/ Administrative Officer of the Institute reserves all rights to get the work/ services (so rejected) got done/ replaced at his own level at the risk and cost of the contractor by giving him 10 days notice and the expenditure so incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the security, as the authorities may think proper subject to making up of the deficiency by the contractor.

22. PENALTY CLAUSE:

In case, the licensee makes any default, as listed below, a penalty of Rs.200/- per lapse will be imposed for lapse reported for the first time. Subsequently, on repetition of any lapse, the penalty will be charged @ double the amount of the previous penalty, subject to maximum of 20% of license fee and thereafter, the case for termination of contract shall be initiated under relevant clause for:-

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

- a) Enhancement in rates, without prior approval.
- b) Non display of rates.
- c) Non maintenance of proper quality.
- d) Non maintenance of the premises in clean & hygienic condition.
- e) Sale & Consumption of articles like cigarette, liquor and any other narcotics etc.
- f) Delay in payment of electricity and water charges.
- g) Any other act which causes nuisance in the Building.

23. **ELECTRICITY/ WATER CHARGES**

- Electricity charges on actual consumption basis shall be borne by the contractor. The contractor shall install a sub-meter at his own cost immediately after award of contract.
- The Dealing Officers will supervise that whether the Electric sub meter is installed within due time. The Assistant Supervisor will also maintain a record for the actual consumption of the Electricity and the payment made by the contractor.

However, he/ she will be liable to pay electricity charges @ Rs. 1500/- P.M. till the installation of sub-meter.

24. **SUBLETTING OF THE CONTRACT:**

The contractor is not allowed to sublet the contract wholly or partly or to enter into any sub-contract through any mode for running such services.

25. **TERMINATION OF CONTRACT:**

The License may be terminated on occurrence of any of the following contingencies:

- a) On the expiry of the contract period without any prior notice.

OR

- b) If the licensee fails to commence the work within 30 days of the award of the contract, his contract is liable to be terminated without any notice and the EMD/Security Deposited shall stand forfeited.

OR

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

c) In case of deficient services rendered by the licensee by giving 10 days notice.

OR

d) In case of breach of any of the essential terms and conditions of the contract by the Licensee by giving 15 days notice.

OR

e) On assigning the contract or any part thereof or any benefit or interest therein or there under by the licensee to any third person for sub-letting the contract wholly or partly by giving 15 days notice.

OR

f) On the Licensee being declared insolvent by competent Court of Law without any notice.

provided that in all the above situations, the Security Deposit/ EMD, as applicable, shall be forfeited.”

OR

g) In case license is unable to continue the contract, the licensee shall give minimum three month notice. If the licensee does not give the requisite notice, then the security deposit shall be forfeited in proportion to the period falling short of the specified notice period.

“Provided that during the notice period for termination of the contract, in the situations contemplated above, the licensee shall continue to discharge his duties till the termination of the contract.”

Provided further that in case the licensee surrenders the contract before one year he/she will be liable to pay additional rent for one month along with the rent for the notice period.

26. **PEACEFUL HANDING OVER OF POSSESSION:**

On completion/ termination for the contract, it shall be the duty of the contractor to remove all the persons deployed by him and ensure that no person causes disruption/ hindrance/ problem of any nature.

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

27. TRANSFER OF LIABILITIES:

In the event of exigencies of death, infirmity, insolvency of the contractor or for any other reasons or circumstances, all liabilities shall be borne by the following on such terms and conditions, as the Institute may think proper in public interest.

- a) Legal heirs in case of sole proprietor.
- b) The next partners in the case of a Partnership firm.
- c) The next director in the case of a Public/ Private Limited Company.

28. INTIMATION OF ADDRESS OF LICENCEE:

The successful tenderer/ licensee should submit documents verifying the identity & commercial as well as residential address before the issuance of letter of award in his favour. The list of the acceptable documents would include Voter Card/ PAN Card/ Passport/ Aadhar Card. He should further be required to update this office regarding any change of commercial as well as residential address.

29. ARBITRATION

- i) In the event of any dispute or differences arising between the parties with regard to the terms and conditions of the agreement/contract and/or with regard to the breach or interpretation thereof including all rights and liabilities there under on any matter whatsoever touching upon the terms and conditions of the agreement/contract whether in course or on after its termination the parties will settle the same at the first instance by mutual discussions/conciliation which would be conducted by the Authorities of the Institute.
- ii) In the event the said mutual discussions/conciliation fails, the aggrieved party shall initiate arbitration proceedings for resolution of differences/disputes etc., mentioned above by appointing a sole arbitrator, who shall be the Principal, IHM, Bathinda in which event the said proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act enforce.

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

iii) The venue of such arbitration proceeding shall be at BATHINDA and the court in BATHINDA alone will have jurisdiction in respect of all proceedings connected there with.

30. **Jurisdiction** : All disputes are subject to the jurisdiction of courts at BATHINDA only.

Dated:- _____.

Place:- _____.

Signature_____

Name:-_____

Address:- _____

Contract No:- _____

E-mail id:-_____

With Seal

Accepts all the terms & conditions of the Tender Under hand and seal of the authorized person

Accepted

Dated:- _____.

Place:- _____.

Signature_____

Name:-_____

Address:- _____

Contract No:- _____

E-mail id:-_____

With Seal

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Annexure- V

Details about Bank Account of the firm who has deposited EMD

Name of the firm: M/s _____

Sr. No.	Particulars	Detail
1.	Account No.	_____
2.	Name of Bank	_____
3.	Branch Name	_____
4.	IFSC Code of Bank	_____
5.	Name of Operator	_____

Dated:- _____.

Place:- _____.

Signature _____

Name:- _____

Address:- _____

Contract No:- _____

E-mail id:- _____

With Seal

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Annexure- VI

TENDER/CONDITIONS ACCEPTANCE LETTER

Date:-----

To

The Principal
State Institute of Hotel Management,
Bathinda.

Subject: Acceptance of Terms & Conditions of Tender.

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the designated website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents. (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

Signatures :- _____

Name:- _____

Address: - _____

Contact No:- _____

STATE INSTITUTE OF HOTEL MANAGEMENT BATHINDA

(Department of Tourism, Govt. of Punjab)

**SHORT TERM TENDER FOR OPERATION OF CANTEEN and MILK BOOTH
AT THE STATE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA.**

Financial Bid

Sr. No	Particulars	Monthly License Fee	GST @ !8%	Total Monthly Amount payable/ quoted
1	Canteen at the IHM Premises	Rs.	Rs.	Rs.
2	Verka Milk Booth at the IHM Premises / on outer side of the College	Rs.	Rs.	Rs.

Yours Faithfully,

Signatures :- _____

Name:- _____

Address: - _____

Contact No:- _____