# INDIAN INSTITUTE OF MANAGEMENT INDORE PRABANDH SHIKHAR, RAU-PITHAMPUR ROAD, INDORE-453556 PHONE: 0731-2439601/2439619; FAX: 731-2439800



Tender No: IIMI/Estate/ Shop/19-20

इन्दोर Date: 25.04.19

Notice Inviting Tender for shortlisting of vendors for Running Veg-Fruit Shop at Community Centre in IIM Indore Campus.

IIM Indore invite sealed tenders (technical bids & Financial bids both separately) from experienced agencies for running Veg-Fruit Shop.

#### **Brief Details of Tender:**

Work Description	EMD	Tender Fee
Running Veg-Fruit Shop (No base rent has been fixed by IIMI)	NIL	NIL

S/N	Particulars	Date& Time
01	Date of Publication of NIT on IIMI website	25.04.19
02	Pre-Bid Meeting / site visit	02.05.19, 3:00 pm
03	Last / Closing date and time for Submission of Tender	09.05.19, 3:00 pm
04	Opening of technical bids only	09.05.19, 3:30 pm
05	Opening of Financial bids	14.05.19, 3:00 pm

#### **ABOUT IIM INDORE**

Indian Institute of Management Indore (IIMI) is an Autonomous Institute under Ministry of Human Resource Development, Govt. of India.

#### **Main Terms and Conditions**

#### A. General Conditions:

- 1. IIM Indore will give the specified shop / area / premises, on as is where is condition basis, on lease initially for the period of 1 year initially, which may be extended / renewed further on annual basis, on mutual agreement / consent, maximum up to total 5 years of contract with nominal increase of rent based on mutual agreement of rent increase.
- 2. Pre-bid meeting shall be held in the IIM Indore to clarify any queries of the bidder.

3. **Submission of complete Tender:** The sealed tender in two-bids should be submitted at the following address with all required documents before the due date and time super scribing the envelope as "Technical bid and 'Financial Bid' separately"

The Chief Engineer
Second Floor, Administrative, Block
Indian Institute of Management Indore
Prabandh Shikhar, Rau-Pithampur Road
Indore-453 556 (M.P), India
Phone: 0731-2439619/601.

- 4. The successful Firm / Agency shall give Security Deposit of Rs. 10,000/- only as security for shop / area / premises on award of contract, which shall be revalidated from time to time and shall be returned to the Firm / Agency after three months from expiry / termination of lease period without interest.
- 5. All the Technical Bids will be scrutinized, by the evaluation committee,
- 6. A formal contract / agreement shall be entered into with the successful bidder. In this contract, the successful tenderer shall be defined as contractor.
- 7. Each page of the tender documents and papers submitted along with, should be numbered, signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by IIM Indore.
- 8. The Firm / Agency shall display the rates of items prominently in their shop / area / premises.
- 9. IIM Indore does not bind itself to accept the highest or any other tender and reserves right on itself the authority to reject/ cancel any or all the tender in full or part, received without assigning any reason. All tender in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder may be summarily rejected.
- 10. The contractor shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to IIM and shall indemnify IIM against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which IIM Indore may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
- 11. The timings and working days of Shop will be decided / regulated by the Institute, as required presently 10 am to 2 pm and 4.30 pm to 9.30 pm on all days.
- 12. The Shop and surrounding area should be kept neat & clean and free of unhygienic conditions. Vendor will keep separate The Vendor will keep Separate dust-bins at his shop and dispose-off all wastes at his own cost & responsibility.
- 13. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit, neat and clean. The contractor shall not employ children as prohibited under the law rules and regulations.
- 14. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents, the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying the compensation as may be determined by the Institute.

- 15. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the staff employed by the contractor. No additions or alterations of the premises will be made without permission of the Institute.
- 16. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the IIM Indore Campus.
- 17. The Institute provide unfurnished room/ area with electric power connections. The bidder may make all arrangements and equip with the required furniture for running the shop.
- 18. The bids will be evaluated on both technical as well as financial parameters.
- 19. Shops provided will be inspected/checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.
- 20. Police verification and worker's identity cards will be compulsory before starting the Veg-Fruit Shop.
- 21. Electronic billing machine and cashless payment machine system is necessary.
- 22. Bidders shall not sell any cigarette, bidi, pan, alcohol, and such banned items (in educational institution) etc. in the Veg-Fruit shop and in the IIM Indore premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the bidders shall be liable to lose the contract for breach of this condition.
- 23. Waste and garbage disposal must be done twice a day on regular basis by the vendor. Failing which applicable charges will be collected for disposal of the same.
- 24. The bidder shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- 25. The bidder shall not utilize the premises and facilities of the Institute to any other Client, other than IIM Indore community.
- 26. No worker is permitted to stay overnight in the shop / campus.

#### **B: Legal Terms & Conditions:**

- 27. The tenderer and his staff shall abide by various rules and regulations of IIM Indore as prevalent from time to time.
- 28. The Tenderer shall comply with all existing labour legislations and Acts, revisions, such as Contract Labour Regulation Act, Workmen's Compensation Act, minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. as applicable. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Tenderer would be fully responsible.
- 29. The tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- 30. <u>Use of polythene</u>: All the shopkeepers shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.

#### C: Payment Terms:

31. The bidder shall charge for any product from the buyer at prescribed rates in cash/or through the POS machine. Institute encourage digital payment system in the campus. Such charges should be collected by the bidder directly, and the Institute shall not be responsible for the same.

#### D: Qualifying Requirements to be submitted in technical bid envelope:

- 32. The firm must have valid FSSAI / food license certificate.
- 33. The Bidder shall have experience of running similar type of Shop (i. e. Registration certificate, Gumashta, License etc. should be more than 2 yrs old ).
- 34. Bid should be completed and covering the entire scope of job and should confirm to the General and Special Conditions indicated in the bid documents. Incomplete and non-confirming bids will be rejected outright.
- 35. Certificate for registration with GST, as applicable. If not registered, Vendor will have to get registration shortly
- 36. Financial Bid and its Validity: The financial bids of the qualified bidders and the quoted rates must be valid for a period for 90 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

#### 37. Applicable Laws:

- a. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- b. In the event of any question, dispute or difference arising under this contract or in connection therewith except as to matter the decision of which is specifically provided under this contract, the same shall be referred to an arbitrator be appointed by the Director, Indian Institute of Management. Indore and the decision of the arbitrator will be binding on both parties of this agreement.
- 38. In addition to sell Veg- Fruits from the Shop, the vendor will also have to make door to door-delivery in campus, through a cart / Van etc. daily from 10 am to 2 pm. Further, the Vendor will be allowed to sell following items also -
  - 1. Fruit Juice.
  - 2. Cane Sugar Juice.
  - 3. Water Jar, Bottle.
  - 4. Corn
  - 5. Bread and eggs
  - 6. Any other items after permission from IIMI.
- 39. **Right of IIM Indore:** The IIM Indore reserves the right to suitably increase / reduce the scope of work put in this tender. In case of any ambiguity in the interpretation of any of the clauses in tender document or the contract document, interpretation of the Clauses by IIM Indore is final.
- 40. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the allotment and close the shop

without assigning any reason thereof and nothing will be payable by IIM Indore in that event the security deposit shall also stands forfeited.

- 41. In case of violation / infringement of any term / condition, IIMI have the right to impose a fine and the allotment / agreement may be cancelled by giving a week's notice to vacate the premises. On receiving first complaint about the Vendor, the institute will have a right to suspend its operations temporarily for three days and on second complaint for 7 days. If any complaint is received thereafter IIMI shall be free to close the venture permanently.
- 42. In case, if any dispute arises, decision of IIMI will be final and binding.

#### 43. Force Majeure: -

a) Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of IIM Indore or Successful vendor.

Date:	Authorized Signatory
Place:	Name:
	Designation:

### **ANNEXURE - I**

Having read and accepted all terms and condition in the tender document we submit the details for Veg-Fruit shop as follows:-

S. No.	Particulars	Yes/No (necessary documents to be
		attached)
1	Name and address of the Registered office of the agency/firm.	
2	Name of the owner(s) Partners (Attach list of Partners, if any)	
3	Residence Proof (Aadhar card copy me be attached	
4	Mobile number	
7	Whether the firm / agency is registered, attach copy of the certificate of registration of Registration/ Gumashta etc.	
8	PAN No. Attach Copy	
9	GST Registration No.	
10	FSSAI/Food License No. Attach Copy	
11	Details of the similar shop running by the contractor or in under process (Please attach copies)	
12	Please attach the copies of the audited balance sheets and P & L Account for last three financial years.	

Date:		Authorized Signatory:
Place:	Seal	Name:
	Seal	Designation:
Contact		

# ANNEXURE-II SELF-CERTIFICATE

I hereby certify that the my firm neither blacklisted by any Central/State Government / Public Undertaking / Institute nor is any criminal case registered/pending against the firm or its owner/partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case, at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:		Authorized Signatory
	Seal	Name:
Place:		Designation:
		Contact No :

## ANNEXURE- III Company Profile

Name of the Party	
Date of Incorporation / Establishment	
PAN Number	
(attach copy of the same)	
GST Registration Number	
(attach copy of the same)	
Bank Details	Beneficiary
	Name
	Account No
	Bank Name
	IFSC Code
	Name
Authorized Signatory Details (Company/Firm Authorization	Designation
by the competent authority, to	Email
be attached)	Phone
	Name
Details of Contact other than Authorized Signatory	Designation
	Email
	Phone

	Details of Contact other than Authorized Signatory	Designation	
		Email	
		Phone	
Signature and Seal of the Tenderer:			
		Name in Block Letter:	
		Designation:	
	Contact no.		act no.
Da	Date: Full Address		Address

#### **Financial Bid**

#### (To be to be quoted and submitted in separate sealed envelope)

Price bid / offer in Rs. per square ft. per month excluding Utility Charges and taxes as applicable for-Veg- Fruit Shop —

approx. internal area	Rate Quoted in Rs.	Amount in Rs. per month
148 Sq. Ft		
140 34.11		

Note- The rent will not change for 1 year initially.

I / We tender above mentioned monthly Rent plus applicable taxes per square feet) for the above said shop.

(The area given above, is approximate only and may vary as per site conditions. The bid will be considered on proportional rate basis and rent will be decided as per actual internal area accordingly.)

Date:	Authorized Signatory:
Place:	Name:
	Contact Number:

# Location Plan Shops at Community Center IIM Indore

