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



Tender No: IIMI/Estate/ Shop/19-20/3

Date: 04.04.19

Notice Inviting Tender for shortlisting of vendors for Running Grocery Shop in IIM Indore Campus

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

Brief Details of Tender:

| Work Description | EMD | Tender Fee (Inclusive of all taxes) |
|----------------------|-----|---|
| Running Grocery Shop | NIL | NIL |

| S/N | Particulars | Date& Time |
|-----|---|-------------------|
| 01 | Date of Publication of NIT on IIMI website | 04.04.19 |
| 02 | Pre-Bid Meeting / site visit | 11.04.19, 3:00 pm |
| 03 | Last / Closing date and time for Submission of Tender | 18.04.19, 3:00 pm |
| 04 | Opening of technical bids only | 18.04.19, 3:30 pm |
| 05 | Opening of Financial bids | To be informed |
| | | later on |

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 2 years** initially, which may be extended / renewed further on mutual agreement / consent maximum up to total 5 years of contract.
- 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 in the following address with all required documents before the due date and time super scribing the envelop as "Technical bid for Shortlisting of Vendor for Running Grocery Shop 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. Tender Fee: NIL

- 5. Earnest Money Deposit: NIL
 - a. 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 may be returned to the Firm / Agency after three months from expiry / termination of lease period without interest.
 - b. No interest will be paid on the Performance Security deposit
- 6. **Period of Contract:** The contract will be initially for a period of two years from the date of issue of the allotment order. Based on satisfactory performance, the contract may be extended on yearly basis, on mutually agreed terms and conditions.
- 7. All the Technical Bids will be scrutinized, by the evaluation committee, IIM Indore will check all relevant documents for their authenticity and technical evaluation.
- 8. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period .

- 9. A formal contract / agreement shall be entered into with the successful bidder. In this contract, the successful tenderer shall be defined as contractor.
- 10. 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 the IIM Indore.
- 11. The Firm / Agency shall display the rates prominently in their shop / area / premises.
- 12. IIM Indore does not bind itself to accept the highest or any other tender and reserves right ono itself the authority to reject 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.
- 13. The contractor shall take at his own cost, if required, 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.
- 14. The timings and working days of the Shop will be regulated by the Institute, if required.
- 15. The Shop and surrounding area should be kept neat & clean and free of unhygienic conditions.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. The bids will be evaluated on both technical as well as financial parameters.

- 22. 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.
- 23. Police verification and worker's identity cards will be compulsory before starting the Grocery Shop. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
- 24. Electronic billing machine for token /billing system is necessary.
- 25. Bidders shall not sell any cigarette, bidi, pan, alcohol, and such banned items (in educational institution) etc. in the grocery 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.
- 26. 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.
- 27. The bidder shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- 28. The bidder shall not utilize the premises and facilities of the Institute to any other Client, other than IIM Indore community.
- 29. No. worker is permitted to stay overnight in the shop / campus.

B: Legal Terms & Conditions:

- 30. The tenderer and his staff shall abide by various rules and regulations of IIM Indore as prevalent from time to time.
- 31. 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.
- 32. 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.
- 33. Use of polythene: 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.
- 34. Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, IIM Indore whose decision shall be final and binding on both the parties.

C: Payment Terms:

35. 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 (as per Annex. A):

- 36. The firm must have valid FSSAI/ food license certificate.
- 37. The Bidder shall have at least Two years' experience of providing Grocery Shop(i. e. Registration certificate, Gumashta, License etc. should be more than 2 yrs old).
- 38. 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.
- 39. List of the present running contract / buiseness with name and address etc..
- 40. Certificate for registration with GST, and any authority as applicable for the last three years.
- 41. 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.
- 42. 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 work order / job without assigning any reason thereof and nothing will be payable by IIM Indore in that event the security deposit shall also stands forfeited.

43. 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.
- 44. **Right of the IIM Indore:** The IIM Indore reserves the right to suitably increase/reduce the scope of work put to 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.
- 45. In case of violation / infringement of any term / condition, IIMI have the right to impose a fine and the 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.

| a) | Neither party shall be deemed to be in breach of this agreequirement of this agreement is due to circumstances by Successful vendor. | |
|-----|--|----------------------|
| Da | te: | Authorized Signatory |
| Pla | ice: | Name: |
| | | Designation: |

46. Force Majeure: -

ANNEXURE-I

Having read and accepted all terms and condition in the tender document we submit the details for Grocery 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) | |
| 3 | Residence (Proof of 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 | |
| 8 | PAN No. Attach Copy | |
| 9 | GST Registration No. Attach Copy | |
| 10 | FSSAI/Food License No. Attach Copy | |
| 11 | Details of the similar shop running by the contractor or in under process (Please attach proof 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-I 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 | Designation | |
| Authorized Signatory | Email | |
| | Phone | |

| | Details of Contact other than Authorized Signatory | Designation | | |
|--|---|-----------------------|---------------------------------|--|
| | | Email | | |
| | | Phone | | |
| • | | Signa | iture and Seal of the Tenderer: | |
| Name in Block Letter Designation: Contact no. Date: Full Address | | Name in Block Letter: | | |
| | | nation: | | |
| | | act no. | | |
| | | Ful | Address | |
| | | | | |

ANNEXURE -IV Undertaking

- 1. I/We have read and understood the contents of the bidder and agree to abide by the terms and conditions of this tender.
- 2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by IIM Indore in addition to execution of a Contract as pre-condition for obtaining the supply orders.
- 3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the IIM Indore immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
- 4. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

| Date: | | Authorized Signatory |
|--------------|------|----------------------|
| | Seal | Name: |
| Place: | | Designation: |
| Contact No.: | | |

Financial Bid

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

| Price bid / offer in Rs. per square ft. excluding Utility Charges and taxes as applicable for- | | |
|--|---|--|
| Grocery Shop - (approx. internal area- 355 Sq. Ft.) @ Rs Amount Rs Rs | | |
| I / We tender above mentioned monthly Rent plus applicable t | caxes 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 accordingly.) | | |
| | | |
| Date: | Authorized Signatory: | |
| Place: | Name: | |
| | Contact Number: | |
| | | |

Location Plan Shops at Community Center IIM Indore

