

INDIAN INSTITUTE OF MANAGEMENT INDORE
PRABANDH SHIKHAR, RAU-PITHAMPUR ROAD, INDORE-453556
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Tender No: IIMI/Estate/ Shop/19-20/2

Date: 18.02 2019

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	Rs. 10,000 /-	Rs. 500 /-

S/N	Particulars	Date& Time
01	Date of Publication of NIT on IIMI website	18.02.19
02	Pre-Bid Meeting / site visit	26.02.19, 3:00 pm
03	Last / Closing date and time for Submission of Tender	05.03.19, 3:00 pm
04	Opening of technical bids only	05.03.19, 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:** Non-refundable amount of **Rs. 500/-** (Rupees five hundred only) inclusive of all taxes to be submitted along with the tender, The DD should be drawn in favour of “Indian Institute of Management Indore” payable at Indore.
5. **Earnest Money Deposit:** The bidder shall be required to submit EMD by way of demand drafts only which shall be drawn in favour of “Indian Institute of Management Indore”. This DD must be enclosed in the envelope containing the tender/ technical bid.
 - a. EMD of all unsuccessful bidders will be returned after finalization of the tender.
 - b. The successful Firm / Agency shall give Security Deposit of Rs. 50,000/- only as security for shop / area / premises, 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. The EMD may also be converted into Security Deposit.
 - c. The amount of EMD is liable to be forfeited, if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.
 - d. No interest will be paid on the EMD / Performance Security deposited / remitted.
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 otherwise the EMD submitted by the tendering firm would stand forfeited.
9. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), the EMD will be forfeited.

10. A formal contract / agreement shall be entered into with the successful bidder. In this contract, the successful tenderer shall be defined as contractor.
11. 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.
12. The Firm / Agency shall display the rates prominently in their shop / area / premises. The firm Agency will not sell any grocery item whose shelf-life is less than 75% as per the date of manufacturing. For example, if a packaged Honey has manufacturing date 1-January-2018 it should not be brought for selling if more than 4 months have already passed (i.e. after 30-April-2018).
13. IIM Indore does not bind itself to accept the highest or any other tender and reserves right to 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 shall be summarily rejected.
14. 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.
15. The timings and working days of the Shop will be regulated by the Institute.
16. The Shop and surrounding area should be kept neat & clean and free of unhygienic conditions.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. The technically qualified bidder who submits the highest rate per square foot shall be declared as Successful bidder (H1) and communication to that effect shall be made subject to approval and as decided by the Competent Authority.

23. 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.
24. Police verification and worker's identity cards will be compulsory before starting the food court. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
25. Electronic billing machine for token /billing system is necessary.
26. 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.
27. 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.
28. The bidder shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
29. The bidder shall not utilize the premises and facilities of the Institute to any other Client, other than IIM Indore community.
30. No. worker is permitted to stay overnight in the shop / campus.

B: Legal Terms & Conditions:

31. The tenderer and his staff shall abide by various rules and regulations of IIM Indore as prevalent from time to time.
32. 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. 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.
33. 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.
34. 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.
35. 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:

36. 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:

37. Two DDs for EMD and Tender Fee separately.
38. The firm must have valid FSSAI/ food license certificate.
39. The Bidder shall have at least Two years' experience of providing Grocery Shop.
40. Bid should be complete 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.
41. List of the present running contract.
42. Certificate for registration with income tax, sales tax, PF, ESI, and any authority as applicable for the last three years.
43. **Financial Bid and its Validity:** The financial bids of the qualified bidders and the **quoted rates must be valid for a period for 180 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.
44. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
45. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.
46. **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.
47. **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. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Indore, Madhya Pradesh, India only.
 - c. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act.
 - d. 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.

48. **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.

49. 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.

50. IIMI reserve the right, either to award one shop or two shops or three shops or may not award any shops. The tender to be quoted separately, which will to be evaluated also separately.

51. 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.

b) If because of any strike or lockout either in IIM Indore or in the Local area, the successful vendor is unable to function or his business is affected, IIM Indore shall not be liable for any loss, which the successful vendor may suffer in such an event.

Date:

Authorized Signatory

Place:

Name:

Designation:

ANNEXURE-I

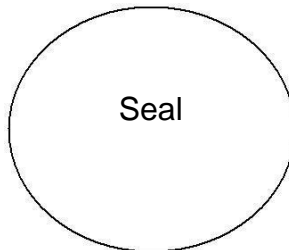
Having read and accepted all terms and condition in the tender document we submit the details for Grocery shop as follows:-

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 Bio-data of Partners)	
3	Residence (Proof of Aadhar card copy me be attached	
4	Mobile number	
5	Details of Tender Fee (DD No. Date, Bank Name etc.)	
6	Details of EMD (DD No. Date, Bank Name etc.)	
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:

Place:

Contact



Authorized Signatory:

Name:

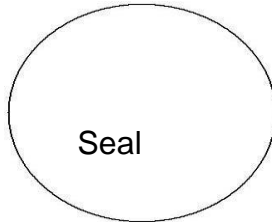
Designation:

ANNEXURE-II
CERTIFICATE

I hereby certify that the above 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

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	
Authorized Signatory Details (Company/Firm Authorization by the competent authority, to be attached)	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Signature and Seal of the Tenderer:

Name in Block Letter:

Designation:

Contact no.

Date:

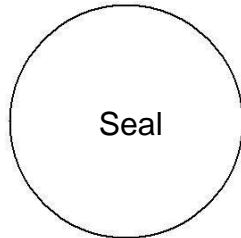
Full Address

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



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.....

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 accordingly.
)

Date:

Authorized Signatory:

Place:

Name:

Contact Number:

Location Plan Shops at Community Center IIM Indore

