



**भारतीय प्रबंध संस्थान इंदौर**  
**Indian Institute of Management Indore**  
 Prabandh Shikhar, Rau-Pithampur Road, Indore-453556

**Request for Proposal for Running Shops at IIM Indore Campus**

Indian Institute of Management Indore (IIM Indore) invites **OFF LINE bids** in one bid system from the interested parties/vendors who are experienced and currently engaged in similar lines for running the following shop(s) in IIM Indore campus.

**Brief Details of Tender:**

Location	Shop / Outlet Number	Proposed to be Used for Serving	Area in Sq. ft.	Fixed Monthly Rent @11.50/- Sq ft. (Plus Taxes)	Earnest Money Deposit (EMD)
Around SR-10	Shop No. 1	<b>Confectionary and Dairy Product</b>	279.77	3,217	10,000/-
	Shop No. 2	<b>Non-Veg Snacks</b>	261.86	3,011	10,000/-
	Shop No. 3	<b>Tea and Coffee</b>	261.86	3,011	10,000/-
	Shop No. 4	<b>South Indian Food</b>	282	3,243	10,000/-
	Shop No. 5	<b>Street Food/ Fast Food</b>	321.35	3,696	10,000/-
	Shop No. 6	<b>Chinese Food</b>	135	1553	10,000/-
Community Centre near SR-07	Shop No. 7	<b>Stationery cum Gift Shop</b>	629	7234	10,000/-
Around SR-10	Outlet No. 1	<b>North Indian Food</b>	151	1737	10,000/-
	* Outlet No. 2	<b>High Protein / Healthy Food</b>	440	5060	10,000/-
			* 200	2300	10,000/-

\* In this case, Interested vendors will have a choice to quote for full Area ( 440 Sq. ft.) OR portion of it i.e. 200 Sq. ft.

The Tender Document can be downloaded from the Institute Website <https://www.iimdr.ac.in/tenders/> and the bid is to be submitted OFFLINE (Hard Copies) up to the last date and time.

**Critical Dates of Tender:**

Particulars	Date	Time
Start date of submission of bid	22-June-2022	0900 Hrs.
Last date of submission of bid	05-July-2022	1500 Hrs.
Opening of Proposal	06-July-2022	1530 Hrs.

**TENDER FEE AND EMD DETAILS**

<b>Particulars</b>	<b>Amount</b>	<b>Mode of Payment</b>
Tender Processing Fee (Non-refundable)	Rs. 500/	Should be in the mode of online transfer.
Earnest Money Deposit	As mentioned above against the each Shop(s)	

**Note: It is mandatory to submit Tender Fee and EMD before 05-July-2022 at 1500 hrs.**

## Bank Details

- Name of beneficiary: Indian Institute of Management Indore
- Address: Prabandh Shikhar, Rau-Pithampur Road, Indore-453556, M.P.
- Account No.: 53018623445
- Name of the Bank: State Bank of India
- Branch Address: IIM Indore Campus
- IFSC Code: SBIN0030525

Interested bidders may submit their complete bids including supportive documents, Tender fee, Earnest Money Deposit (EMD), with Technical Proposal in Sealed envelopes (Separately for Technical and Financial Bid (List of Items with Offered Rate/ Quoted Rate) at the address mentioned below:

**Stores and Purchase Office,  
Indian Institute of Management Indore,  
Prabandh Shikhar,  
Rau – Pithampur Road, Indore,  
Madhya Pradesh 453556  
Phone: 0731-2439630-33**

Yours Sincerely,

Officer (Stores, Purchase & Contracts)

**विषय-सूची**  
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## 1. ABOUT IIM INDORE

With the objectives of imparting high quality management education and training, the Department of Higher Education, Ministry of Education, Government of India established Indian Institute of Management Indore as Institutions of Excellence. These Institutions are recognized as premier management institutions, comparable to the best in the world for teaching, research and interaction with industries.

Established in 1996, Indian Institute of Management Indore (IIM Indore) has been a leader in the field of management education, interfacing with the industry, government and PSUs. It is promoted and nurtured by the Ministry of Education, Government of India and is an institute of national importance under the Indian Institutes of Management Act 2017.

Situated atop a scenic hillock, the 193 acre campus of IIM Indore provides an ideal backdrop for contemplative learning. IIM Indore has the latest in teaching aids, rich learning resources, a strong IT backbone, state-of-the-art sports complex and hostels as well as contemporary infrastructure.

IIM Indore offers the following long duration programmes (Residential):

<b>Programme</b>	<b>Duration of Programme</b>	<b>Approx. intake of the Programme per year</b>	<b>Combined Strength of Participants' the Academic Year</b>
FPM	5 Years	30	1700
EPGP	1 Year	70	
PGP	2 Years	487	
PGP-HRM	2 Years	39	
IPM	5 Years	150	

In addition to the above 1700 participants for the various residential Programme approximately, 500 members from the faculty and staff stay on the campus.

IIM Indore also offers a number of Executive Education Programmes (short duration) wherein the participants of the programmes come at the IIM Indore campus and stay during the programme.

Note:

The bidders are requested to note that there will be a lean period for the business due to vacation specially during April to June months or due to certain other unforeseen circumstances like covid-19 etc. The bidders are requested to quote the rate anticipating such unforeseen circumstances. Moreover, the exact volume of business is not always linked to average footfalls in the campus. Also it is the choice of the community members to avail the services of the vendors as mentioned in the nit.

## 2. OBJECTIVE

The objective of this tender is to cater to the daily needs of the above students of IIM Indore including community members with respect to Confectionary and Dairy Product, Non-Veg Snacks, Tea and Coffee, Street Food, Fast Food, Stationery cum Gift Shop, North Indian Food, High Protein/ Healthy Food items, etc.

The Institute will charge the bare minimum rent from the service providers for the allotted space with the expectation that the daily needs of the students including IIM Indore Community Members get addressed on time and efficiently by the service provider(s).

### **3. SCOPE OF WORK**

#### **SHOP NO-1: CONFECTIONARY AND DAIRY PRODUCT**

The contractor should provide Confectionary and Dairy Product including different types of Ice Cream, Lassi (List is Tentative)

The rate of items shall be kept as per the prevailing rate at the nearby market or at Maximum Retail Price (MRP).

#### **SHOP NO-2: NON-VEG SNACKS**

The contractor should provide non veg snacks items including Chicken Tikka, Fried Chicken, Chicken Roll (List is Tentative).

The rates of items shall be kept as per prevailing rates in the nearby market.

#### **SHOP NO-3: TEA AND COFFEE**

The contractor should provide different types of beverages like Tea, Coffee, milkshake, Cold Coffee, Black tea, Lemon Tea, etc (List is Tentative).

The rates of items shall be kept as per prevailing rates in the nearby market.

#### **SHOP NO-4: SOUTH INDIAN FOOD**

The contractor should provide different types of South Indian Food items like Idili, Dosa, Vada and Uttapam (List is Tentative).

The rates of items shall be kept as per prevailing rates in the nearby market.

#### **SHOP NO-5: STREET FOOD / FAST FOOD**

The contractor should provide different types of Street Food / Fast food like Samosa, Chat/ pani puri, Poha, Kathi Roll, Burger, Pizza, Sandwich etc (List is Tentative).

The rates of items shall be kept as per prevailing rates in the nearby market

#### **SHOP NO-6: CHINESES FOOD**

The contractor should provide different types of Chineses Food items like Mommos, Noodles, Spring Rolls, etc. (List is Tentative).

The rates of items shall be kept as per prevailing rates in the nearby market.

**SHOP NO-7: STATIONERY AND GIFT**

The contractor should provide stationery and gift items as per prevailing rates in the nearby market/ at MRP.

The setting up a state- of- art Gift Shop with display units. Designing, setting up and furnishing of the shop shall be the vendor's responsibility at his/her own cost, after obtaining prior approval of IIM Indore in the allotted space.

The bare space for the shop will be provided by IIM Indore on rental basis and any other expenses for establishing and functioning of services shall be incurred by the vendor. However provisions of electricity, as the case may be, if so required, for the smooth operation of the services shall be provided by IIM Indore. The electricity charges will be borne by the vendor.

The scope of work and services enumerated below are indicative and may not be exhaustive. The parties are expected to undertake the following:

Maintenance and day to day operations of the stationery shop and gift shop at IIM Indore campus.

Adequate number of staff to be deputed at IIM Indore campus for handling operations of merchandise/shop.

The merchandise items, design, quality and prices will be on prior approval of IIM Indore Committee, the same will be reviewed on quarterly basis.

The availability of merchandise for sale will be the vendor's responsibility. In addition, vendors will be required to provide souvenir items as per requirement with prior notice (on payment basis).

Regular up-gradation/ maintenance of shop and display as and when required will be undertaken by the vendor.

The vendor shall operate the subject facility by charging the rate from users, as approved in advance by the Authority. Vendor shall exhibit the said approved charges at a conspicuous place inside the shop premises.

**OUTLET NO-1: NORTH INDIAN FOOD**

The contractor should provide different types of North Indian Food such as Aloo Paratha, Gobi Paratha, Paneer Paratha, Pyaaz Paratha, Plain Paratha, Methi Paratha, Palak Paratha etc (List is Tentative)

The rates of items shall be kept as per prevailing rates in the nearby market.

**OUTLET NO-02: HIGH PROTEIN / HEALTHY FOOD**

The contractor should provide a variety of Juices and healthy protein snacks including Salads, Boiled/Grilled Chicken, Soupas (List is Tentative) per the requirement of the community.

The rates of items shall be kept as per prevailing rates in the nearby market.

**4. ELIGIBILITY CRITERIA**

In order to apply for this tender, the intending bidders should submit self-attested photocopy of the undermentioned documents which are part of the eligibility criteria, failing which their bids will not be considered for the further evaluation process:

Sl. no.	Eligibility Criteria	For Shop No							For Outlet No	
		1	2	3	4	5	6	7	1	2
1	AADHAR Card (If applying in the individual capacity).	√	√	√	√	√	√	√	√	√
2	PAN Card	√	√	√	√	√	√	√	√	√
3	Firms Establishment/ Registration Certificate/ Gumashta etc.	√	√	√	√	√	√	√	√	√
4	GST registration certificate / Declaration in case of not crossing the threshold Limit	√	√	√	√	√	√	√	√	√
5	EPF registration certificate/ Declaration for non-coverage under EPF	√	√	√	√	√	√	√	√	√
6	ESIC registration certificate/ Declaration for non-coverage under ESIC.	√	√	√	√	√	√	√	√	√
7	Declaration regarding not debarring from tendering.	√	√	√	√	√	√	√	√	√
8	The bidders have to submit a copy of this tender document along with their bids with signature by the authorized person on all pages of this document as a token of acceptance of all conditions mentioned herein.	√	√	√	√	√	√	√	√	√
9	FSSAI Certificate (if available). If tender is awarded, the successful bidder(s) must apply for a new FSSAI License for the said premises within one month from the receipt of such award notice.	√	√	√	√	√	√	x	√	√

## 5. GENERAL TERMS AND CONDITIONS

### Definitions

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.

**“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 assignments.

**“Similar Type”** denotes exactly the same scope as per this document.

**“Institute / IIM Indore”** means the Indian Institute of Management Indore.

**“Officer-in-charge”** means the concerned office of the Indian Institute of Management Indore who directs and administers the contract.

### Other Term and Condition:

- a) Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
- b) Before submitting the tender, details of documents to be attached may be verified from the CheckList given in the Tender Documents.
- c) IIM Indore reserves the right to accept or reject any or all the bids in part or in full or may cancel the tender, without assigning any reason thereof.
- d) IIM Indore reserves the right to relax/ amend/ withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the bid will not be entertained.
- e) The fixed monthly rent is not negotiable.
- f) IIM Indore reserves the right to modify/ change/ delete/ add any further terms and conditions prior to issue of the order.
- g) 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 the tender document or the contract document, interpretation of the Clauses by IIM Indore is final.
- h) Conditional tenders shall not be considered.
- i) IIM Indore shall not be responsible for any transaction delay i.e. non-receipt of Tender Fee, EMD Amount, Postal Delay, Non Receipt of Courier, etc.
- j) In case the bidders/ successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/ Performance Security shall be forfeited.
- k) False declaration/ documents will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.



- l) IIM Indore may issue amendment/ corrigendum to tender documents before the due date of submission of bid. Any amendment/ corrigendum to the tender document if any, issued by IIM Indore will be posted on the Institute Website. For the bidders, submitting bids on downloaded tender documents, it is 'bidders' responsibility to check for any amendment/ corrigendum on the website of IIM Indore before submitting their duly completed bids.
- m) One bidder may bid for more than one shop / one outlet or both. However, in such a case the bidder must fulfil the eligibility criteria and also the Tender Fee and EMD is to be deposited separately in different envelopes.

## **6. GUIDELINES FOR SUBMISSION OF TENDER**

### **6.1 Earnest Money Deposit**

- a) The amount of Earnest Money Deposit (EMD) must be deposited as per the amount stated on Page no-01
- b) EMD is to remain valid for a period of forty-five (45) days beyond the final bid validity period.
- c) The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process.
- d) The EMD of the bidder whose bid is finally accepted, shall be returned on deposit of the Performance Security Deposit.
- e) The earnest money of the successful bidder 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.
- f) The earnest money of the bidder 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 for forfeiture.

### **6.2 Submission of Bid**

The bidder shall submit Technical Bid in the following manner:

- a) The Technical bid and Financial Bid (i.e. Price List) both shall be submitted in a sealed envelope, superscripted, "**Request for Proposal for Running Shops at IIM Indore Campus**" and also clearly mention **Name of Shop(s) / Outlet(s)** on the envelope.
- b) The bid shall consist of Tender Fee, Earnest Money Deposit, Supporting Documents pertaining to Eligibility Criteria with duly filled, seal and signed **Annexure-I, II, III and Annexure-IV (i.e. Financial Bid / Price List)**.
- c) The same shall be dropped in the tender box kept at 1<sup>st</sup> Floor, the **Stores and Purchase Office**, New Administrative Building, IIM Indore on or before the last date of submission of bid mentioned in this tender.
- d) Any bid received after the stipulated timeline shall be summarily rejected and will not be considered under any circumstances, whatsoever the reason, and no explanation to the effect such as delay in submission has been caused due to postal lapse, shall be entertained.
- e) The bid will remain **valid for 90 days** from the date of BID 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 90 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.

### 6.3 Opening of Bids

- a) The Technical bids will be opened on the stipulated date and time of this document in presence of the authorized representative(s), if any, of bidding parties and the Members of Tender Committee of the Institute..
- b) The party, whose tender is accepted, will have to sign an agreement within 15 days from the award of contract, failing which the Earnest Money Deposited will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute

### 6.4 Evaluation of Bids

IIM Indore will evaluate the bids on a variety of criteria. Each criterion will be evaluated by assigning a score. The overall valuation of a bid will be determined by the sum total of scores secured on each of the criteria. Table given below provides the details of the criteria and the maximum possible score.

The bidders with at least 50% score i.e. 50 score (as per table **A**) will be required to meet the Committee for presentation / interaction to ascertain overall suitability of the vendor (as per table **B**) to the institute.

**Bid Evaluation Criteria  
(Table A)**

Sl. no.	Criteria	Maximum Score
1	Number of Years' Experience in running the similar type shop(s) <ul style="list-style-type: none"> <li>• Upto 1 Year : 10 Mark</li> <li>• More than 1 Year : 10 Mark for each additional Year (Supporting documents are to be submitted)</li> </ul>	30
2	Number of workers going to deploy on a daily basis. <ul style="list-style-type: none"> <li>• 1 worker : 5 marks</li> <li>• More than 1 per worker : 2.5 mark for each additional manpower.</li> </ul>	20
<b>Total score</b>		50

**Bid Evaluation Criteria for Interaction/Meeting before the designated committee of the Institute  
(Table B)**

Sl. no.	Criteria	Maximum Score
1	Overall suitability based on the level of understanding by the bidder to fulfil the objective of the Institute.	50

#### **Weightage**

**For Table A evaluation: 50%**

**For Table B evaluation: 50%**

**Bidders with Overall highest score will be considered for awarding the contract.**

### 6.5 Past performance in IIM Indore :

Bidder, whose past performance in jobs carried out in IIMI, is found to be unsatisfactory, will be disqualified technically even though they may meet the other technical /eligibility criteria.

## **7. TERM AND CONDITIONS OF THE CONTRACT**

### **7.1 Contract Period**

The duration of the contract will be for three years, subject to satisfactory performance, which will be reviewed every year or at the discretion of the Competent Authority.

### **7.2 Security Deposit**

- a) The security deposit of Rs. 20,000/- shall be deposited by the successful bidder after award of contract in the form of online transfer. The money will be refunded after successful completion of the Contract without any interest.
- b) In case of, in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the licensee by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the licensee shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
- c) If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

### **7.3 Monthly Rent, Electricity Charges & Other Provisions for Licensed premises:**

- a) The contractor shall be liable to pay Monthly Rent regularly in advance by 7<sup>th</sup> of each same month for each shop allotted. The contractor shall also be liable to pay applicable taxes such as GST over and above the rent. IIM Indore shall raise an invoice for monthly rent at the end of each previous month.
- b) In case of failure to pay the Monthly Rent within the stipulated time as aforesaid, the contractor may not be allowed to open and run the allotted shop(s) until/ unless the dues are cleared.
- c) Besides, the contractor shall also be liable to pay the electricity charges on actual consumption basis on sub meters provided by the Institute.
- d) Non-payment of Monthly Rent, the electricity 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.
- e) 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 other purposes will lead to the suspension/termination of the contract.
- f) The monthly rent & 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.

### **7.4 Common Conditions**

The Institute shall provide room/ space with electric power connections. The bidder may make all arrangements and equip the space with the required infrastructure for running the shop.

### 7.5 Timing, Prices, Facilities and Services etc.

- a) The shops shall be operational minimal 6 hours in a day and compulsorily on Saturday / Sunday. The timings for open hours of the shops will be regulated by the Institute as per the requirement.
- b) During the summer, the arrangement should be made by all the shops in such a way that at least 2 shops will be opened on each day with limited capacity. The shop has to be opened during the summer break as well with limited capacity.
- c) All items declared in the submitted Price List must be available during the working hours of the shop. However, the Institute may add or delete any number of items to the same. All the orders in this behalf shall be issued by the concerned office.
- d) Facility of Payment by Digital Wallet, UPI, Credit / Debit Card, etc should be made available appropriately.
- e) The licensee shall display a price list for the services/items. Further, the licensee shall also display following information:

<b>Shop No.</b>	
<b>Name of the Shop/Outlet:</b>	
<b>Mobile Number:</b>	
<b>Contact Person's Name:</b>	
<b>Timings of the Shop / Outlet:</b>	
<b>Weekly Off, if any:</b>	

- f) Any loss to the students / campus residents with regard to the services provided by the licensee shall be the responsibility of the licensee. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.

### 7.6 Quality, hygiene & cleanliness

- a) The contractor shall maintain the quality in servicing of eatables and availability of fresh items. There shall be no compromise in regard to the quality of items/services to be sold/offered in the shop/ outlets.
- b) The contractor shall maintain full hygiene in the Shop, in storage, and servicing of eatables and in keeping the floor, furniture, neat and clean, so as to maintain the standards and aesthetic values in the Shop. The licensee shall also have to make his own arrangements for safe storage of materials.
- c) The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
- d) Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done on a regular basis to control the harmful insects and rodents.
- e) Old/stale and expired items (i.e. beyond expiry date) should not be kept in the shop.
- f) Usage of plastic bags is a strict **NO** and the same shall not be used under any circumstances, whatsoever. Instead of Paper bags/plates/cups, environment friendly material is encouraged.

### **7.7 Directives of IIM Indore and Concerned Office**

The contractor shall adhere to the directives of the Institute/ the concerned office issued details directions 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 licensee and the substitution of any other materials thereon.
- c) Removal from the work of any person employed thereupon in terms of the provision provided hereafter.
- d) The shop and product/item/services being offered are subject to inspection (periodic/random) by the concerned office.

### **7.8 Deployment of Workmen**

- a) The contractor shall employ for running the shop only such persons as are careful, skilled, experienced in their trades, dutiful, sober, and well behaved and rules compliant.
- b) The contractor shall neither employ any child labour nor any worker who is below 18 years of age.
- c) No female employee shall be allowed to work in the shop during night i.e. beyond 8:00 pm.
- d) All the workers shall invariably carry their ID Cards (to be provided by the licensee at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
- e) The contractor shall be absolutely responsible for strict adherence of discipline and good conduct by their own self and their workers.
- f) The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
- g) 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 licensee shall be responsible for the master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.
- h) 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.
- i) The licensee 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.

### **7.9 Compliance of Statutory Obligations and Other Provisions**

- a) All the Statutory compliances will be the responsibility of the vendor. The contractor shall comply with all existing Labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Goods and Service Tax, etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any Labour legislation in force during the validity of the contract, the contractor would be fully responsible.
- b) 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 licensee's failure, as well as the Institute's license fee, electricity charges and other dues etc. The licensee 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 licensee's security deposit.
- c) 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 licensee or for its illegal actions, the Institute would have the right to realize from the licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
- d) The contractor would comply with all guidelines / instructions issued by the concerned office besides the Institute orders / instructions of security authorities concerning the security / safety issues and Institute discipline, etc.
- e) The contractor shall ensure that he/she and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

### **7.10 Complaint Mechanism**

- a) The contractor shall maintain a complaint book in the shop wherein the customers may register their complaints. The complaint book shall be produced every month on the first working day to the concerned office.
- b) The complaints shall be addressed or dealt with by the contractor on priority basis on issues that concern the licensee and a compliance report thereon, shall be submitted to the concerned along with the production of complaint book.

### **7.11 Termination of Contract**

- a) Either party may terminate the contract by giving 30 days' notice to the other party without assigning any reasons, whatsoever.
- b) In case of violations of any terms and conditions stipulated in the tender documents will lead to termination of the contract with immediate effect, forfeiture of the security amount and blacklisting of the service provider for future works.
- c) The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.

In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall hand over the vacant possession of the licensed premises within 15 days of the contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid,

would attract the penalty of Rs. 40/- per sq. ft. per day basis from 16<sup>th</sup> day onward and the penal damages under no circumstances shall be subject to question and it is the specific term of this contract.

- d) 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 licensee and the same shall not be subject to challenge. All the goods belonging to the contractor in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. 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.

### **7.12 Assignment & Subletting**

- a) The licensee shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Licensee or his authorized competent representative(s). The licensee shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the licensee itself.

### **7.13 Contract Documents and their interpretations**

- a) The bidder who will be awarded the work has to execute an agreement on Rs 500/- non-judicial stamp paper.
- b) The original agreement shall remain with the Institute while a photocopy thereof may be kept by the Contractor.
- c) 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 concerned office with the directions, if any.

### **7.14 Force Majeure**

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

### **7.15 Other conditions:-**

1. The workers are expected to be in clean appearance, preferably wearing uniforms while working.
2. The Contractor will ensure the upkeep of infrastructure (as the case may be) including equipment provided to him by the institute
3. The Contractor will be solely responsible for the general discipline and conduct of his staff at the Institute at all times. It may be noted that only verified individuals through mandatory Police verification on submission of such documents will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation appropriate penalty will be levied on the Contractor as deemed fit by the Institute

4. Security of licensed premises, equipment, fittings, and fixtures, furniture, etc. is the responsibility of the Contractor. Any damage to the Institute Infrastructure by the Contractor's team or caused due to their negligence will be repaired or replaced at Contractor's cost and shall attract appropriate penalty
5. The Contractor shall not tamper with the trees, plants, shrubs, and flowers standing or maintained around the said shop 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 temper 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 Institute authorities.
6. The vendor should have dedicated mobile numbers for easy contact.
7. Proper receipts for amounts paid should be made. Arrangement towards accepting payment through credit, debit cards, through secure payment gateways and applications i.e. Paytm, Bhim, GPay etc should be facilitated. In addition, online / Telephone order booking should be made available. Institute will not be responsible for the non-payment of credit extended to any of the inmates in any form.
8. Usage of plastic bags is banned within the campus. Paper / Jute/ Cloth bags are to be used.
9. Institute is a total alcohol and tobacco free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco and alcoholic products. Violation will attract a penalty.
10. The contractor shall not deploy any employee/worker without consent of the officer-in-charge of the institute.
12. That the firms/vendors shall maintain the Safety Standards and shall take appropriate fire safety measures at the licensed shop(s) at their own cost.
13. The vendor will ensure absolute hygiene and cleanliness including periodic pest control and debugging of the provision store compound and surroundings with proper waste disposal in harmony with institute systems. Any issue attributable to the Contractor in said areas will be sorted by the Contractor.
14. Requisite furniture, efficient stacking / storing, and display arrangements will be made by the contractor. Adequate arrangements of signage are to be made by the contractor. The premises should be kept well ventilated and well lit. The contractor shall have to make his own arrangements for the safe storage of materials. Also, the contractor will not encroach/spread outside the premises of the allocated space.
15. The Contractor has to make all necessary arrangements to run the allotted shop(s)/ outlet(s) successfully at the campus.
16. The contractor will be solely responsible for the quality of items. Reputed and trusted brands are to be kept at the store. Instances of providing spurious / over dated / spoilt / damaged items will be dealt with penalty. Complaint/suggestions book will be maintained by the contractor at the store and should be available to all customers throughout the contract period.
17. The vendor shall follow all the rules and regulations as laid down by the Municipal Authorities/State Government/Central Government as applicable.
18. Weighing should be done only on Electronic Government approved machines with adequate back up machines. Weighing by archaic / tempered instruments is strictly prohibited.



19. All the vendors have to ensure that all the manpower deployed at the respective outlets are vaccinated and are in good health.

### 7.16 Jurisdiction

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

Signature of the Bidder \_\_\_\_\_

Full name of the Bidder \_\_\_\_\_

Address & Mobile No. \_\_\_\_\_

\_\_\_\_\_

**Recent  
photograph  
of  
Bidder**

**ANNEXURE-I****APPLICATION FORM**

To,  
Officer (Stores, Purchase and Contracts)  
Indian Institute of Management Indore  
PrabandhShikhar, Rau-Pithampur Road,  
Indore – 453 556

**SUBJECT: DETAILS OF EARNEST MONEY DEPOSIT, WITH A SELF-DECLARATION OF ACCEPTANCE OF ALL TENDER TERMS AND CONDITIONS**

Dear Sir,

I/we hereby submit our Proposal for the below Shop Number(s)

Location	Shop / Outlet Number	Proposed to be Used for Serving	Area in Sq. ft.	Mark "Yes/No"
Around SR-10	Shop No. 1	<b>Confectionary and Dairy Product</b>	279.77	
	Shop No. 2	<b>Non-Veg Snacks</b>	261.86	
	Shop No. 3	<b>Tea and Coffee</b>	261.86	
	Shop No. 4	<b>South Indian Food</b>	282	
	Shop No. 5	<b>Street Food / Fast Food</b>	321.35	
	Shop No. 6	<b>Chinese Food</b>	135	
Community Centre near SR-07	Shop No. 7	<b>Stationery cum Gift Shop</b>	629	
Around SR-10	Outlet No. 1	<b>North Indian Food</b>	151	
	Outlet No. 2	<b>High Protein/ Healthy Food</b>	440	
			200	

Note: In case if a bidder is submitting the bid for more than one shop/ Outlet and for both then EMD applicable for those shops will be payable collectively.

I/we are enclosed herewith the following / details of transactions made in favour of Indian Institute of Management Indore towards Tender Fee and Earnest Money Deposit.

Particular	Amount	Transaction No & Date	Bank Name	Remarks
Tender Fee	Rs.....			
Earnest Money Deposit (EMD)	Rs.....			

I/We have gone through all terms and conditions of the tender document also I/We have gone through the corrigendum/ addendum issued (if any) till the Bid Submission close time and date for this tender.

I/We agree to accept all the terms and conditions of the tender document and assure you that I/We will comply with the above referred tender document including instructions, terms & conditions, technical specification stated therein.

**Authorized Signatory**

Name:

Designation:

Date:

Place:

**ANNEXURE-II****CHECK LIST - LIST OF THE DOCUMENTS TO BE SUBMITTED**

Sl. no.	Details	Attached (Yes/ No)
1	<b>Tender Fee of Rs. 500/-</b>	
2	<b>Earnest Money Deposit (EMD) of Rs. .... (As applicable)</b>	
2	AADHAR Card (If applying in the individual capacity)	
3	PAN No.	
4	Firms Establishment/ Registration Certificate/ Gumashta, etc.	
5	GST registration certificate / <a href="#">Declaration in case of not crossing the threshold limit.</a>	
6	EPF registration certificate/ <a href="#">Declaration for non-coverage under EPF.</a>	
7	ESIC registration certificate/ <a href="#">Declaration for non-coverage under ESIC.</a>	
8	Declaration regarding not debarring from tendering	
9	The bidders have to submit a copy of this document along with their bids with signature by the authorized person on all pages of this document as a token of acceptance of all conditions mentioned herein.	
11	Number of Years' Experience in running the similar type shop(s) (Supporting document to this clause of <b>Bid Evaluation Criteria - Table-A</b> )	
12	Number of workers going to be deployed on a daily basis. (Supporting document to this clause of <b>Bid Evaluation Criteria - Table-A</b> )	
13	FSSAI Certificate (if available). If tender is awarded, the licensee must apply for a new FSSAI License for the said premises within one month from the receipt of such award notice.	
14	<b>Annexure-I</b> APPLICATION FORM	
15	<b>Annexure-II</b> CHECKLIST - Documents to be attached	
16	<b>Annexure-III</b> BIDDER PROFILE	
17	<b>Annexure-IV</b> FINANCIAL BID (i.e.PRICE LIST)	

**Authorized Signatory**

Name:

Designation:

Date:

Place:

**ANNEXURE-III**

**BIDDER'S PROFILE**

**NAME OF THE APPLICANT** : \_\_\_\_\_

**(IF AN INDIVIDUAL/ FIRM FATHER'S NAME** : \_\_\_\_\_

**ADDRESS OF SELF AND FIRM PHONE NO./ MOBILE NO.** : \_\_\_\_\_

**EMAIL ID** : \_\_\_\_\_

**AADHAR NO.** : \_\_\_\_\_

**GST NO.** : \_\_\_\_\_

**PAN NO.** : \_\_\_\_\_

**EPF Code No., if any** : \_\_\_\_\_

**ESI Code No., if any** : \_\_\_\_\_

**FSSAI No., if any** : \_\_\_\_\_

**Experience, if any (in Years)** : \_\_\_\_\_

**Name and Address of Shop(s) which are operating currently by the bidder.**

<b>Name:</b> _____	<b>Name:</b> _____
<b>Address:</b> _____	<b>Address:</b> _____
_____	_____
_____	_____

**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 Outlet 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.

**Signature of the Bidder:** \_\_\_\_\_

**Date:**

**Name of the Bidder:** \_\_\_\_\_

**ANNEXURE-IV****PRICE LIST**

of

the offered items with Quantity/ Weight/ Volume, etc.  
(Rates should be inclusive of GST & other applicable taxes)

Sl.	Items	Quantity (Nos/ Weight/ Volume, etc)	Price (In Rs.)	
			In Number	In Words
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

**The bidder should fill the name of items to be sold in the requested shop(s), with the offered price in the table above.**

Signature of the Bidder

Date:

Name of the Bidder