

Tender Ref. No. 23SP063T

May 11, 2023

## **Tender for Running a General Store at IIM Tiruchirappalli**

Indian Institute of Management Tiruchirappalli (IIM Tiruchirappalli) is an Institute of National Importance, established by the Ministry of Education (Shiksha Mantralaya), Govt. of India. More details about IIM Tiruchirappalli are available on our website <http://www.iimtrichy.ac.in>.

IIM Tiruchirappalli invites sealed tender for “*Running of General Store at IIM Tiruchirappalli*”.

### **SCOPE OF WORK**

- The area of General Store is 322 Sq. Ft.
- Running and operation of General Stores for students, faculty, staff, guests and residents of the campus (approx. 1000 Nos.).
- The tenderers are advised to visit the site of the Store before participating.
- The vendor is allowed to sell stationeries, day care products, provisions, biscuits, ice creams, Tetra pack juices, vegetables, fruits. However, the vendor cannot prepare them inside the Store. If the vendor desired to sell any other items other than the above mentioned items, the vendor should obtain prior approval from the Institute.
- General Work Timing of the Shop is from 07.00 AM – 08.00 PM. The shop should be opened in the above-mentioned timing. However, the vendor may open the Shop beyond 8.00 PM based on his business need.
- There is a scope to earn high volume business provided the vendor sells high quality, variety of items and versatile food items. The bidders should assess the volume of business themselves; IIM Tiruchirappalli will not guarantee any minimum/maximum business.

### **ELIGIBILITY CONDITIONS FOR BIDDERS**

- The Bidder should have a valid GST Registration Certificate and PAN Card. The Vendor exempted from GST may produce the self-declaration Certificate stating the reasons.
- The bidder should have an Operating Outlet with a similar kind of business in Tamil Nadu.

### **PERIOD OF CONTRACT**

The contract period is initially for a period of *One (01) year*. However, the contract shall be extended for a further period of up to 3 more years on a yearly basis if the services provided by the Agency is found to be satisfactory, on the same terms and conditions and at the sole discretion of the Institute. The decision of the Institute shall be final and binding on the Contractor.

### **EARNEST MONEY DEPOSIT**

- The bidder(s) should remit an Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand only) at the below mentioned IIM Tiruchirappalli bank account through Online transfer. The same will be released after the finalization of the tender to the unsuccessful bidders.

#### **Bank Account Details**

**Name of the Beneficiary:** IIM Tiruchirappalli

**Bank Name:** State Bank of India

**SB A/c. No:** 32170808935

**IFSC Code:** SBIN0071187

- A copy of the payment transaction receipt has to be attached with the Tender application form, without which the tender won't be considered for the bidding process.

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- c. The EMD of the unsuccessful bidders will be released after the finalization of the tender. No interest is payable on the Earnest Money Deposit (EMD).
- d. Exemption from the payment of EMD will be provided to the MSME bidders subject to the production of a Valid and relevant MSME Certificate along with the tender document.
- e. The bidders who seek exemption from EMD as per the clause above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract, and they fail to sign the contract or to submit performance security before the deadline defined in the bid document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

#### SELECTION OF VENDOR

- a. The selection of bidder will be solely on the basis of *License Fee*. The bidder who quoted the highest license fee will be given the Work Order for *Running the General Store at IIM Tiruchirappalli*.

#### PERFORMANCE/SECURITY DEPOSIT

The Successful bidder should pay an interest-free security deposit of Rs. 50,000/- to the above-mentioned IIM Tiruchirappalli Bank account and the same will be returned to the vendor after the completion of the Contract period on furnishing “NO DUES CERTIFICATE” from the authority on completion of the contract.

#### GENERAL TERMS AND CONDITIONS

1. The Minimum license fee fixed by IIM Tiruchirappalli is Rs. 3,500/- excluding GST. If any bidder quote less than the said license fee, their bid will be rejected.
2. The successful bidder should not sell any items more than the MRP or the prevailing market rate. In case of any items, which doesn't have MRP, the vendor should take prior price approvals from the Institute and the same is to be displayed in the shop. The rate card should be elegantly visible.
3. The existing Vendor who provides services at IIM Tiruchirappalli should submit a “No Dues Certificate cum Performance Certificate” as on 31<sup>st</sup> March 2023 from the Institute.
4. Institute reserves the right to intervene, if price of the product is more than the prevailing market price. Institute reserves the right to cap the product price.
5. The Vendor should get prior approval from the Institute for rate hike of any Non MRP items with valid reasons.
6. Electricity, Water charges would be charged as per the tariff policy of TNEB Ltd. Separate meter is fixed for shop by the Institute.
7. RO water point will be provided by the institute and the vendor has to make his own arrangement for having the dispenser.
8. In case the Contractor is found charging more than the rates duly approved by the institute, the Institute reserves the right to impose penalty and (or) terminate the contract with immediate effect with forfeiture of the Security Deposit.
9. The vendor should accept digital payments.

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10. The facility shall be available for faculty, staff, students, guests and residents of the campus and accompanying guests.
11. No cooking facilities shall be allowed.
12. Any dues against a customer on the part of the Contractor shall not be the responsibility of the Institute.
13. The Contractor shall be held solely responsible if any food item is found adulterated. Any case of food poisoning if reported will tantamount immediate termination of the contract.
14. The outlet shall be used for running the Shop only and in no case used for residential purposes, or as a warehouse or for any other purpose. The deployed staff of the contractor is not allowed to stay inside the shop or campus beyond the working hours.
15. If the Contractor wants to discontinue the service, he/she shall have to give one month's notice with enough justified reasons acceptable to the Institute; in case vendor quits without the required notice then his security deposit will be forfeited.
16. The Contractor shall abide by the rules and orders which will be put in to force from time to time by the Institute or any other authorized authority under the law.
17. Any damage to Institute Property during the contract period will have to be borne by the Contractor.
18. Addition or alteration/ modification of anything in the physical structure of the space provided are not permissible in any manner without a valid written order from the Institute.
19. The Contractor is not allowed to award, allot, sell, mortgage the license, or sublet in any form to any other person in any manner whatsoever.
20. In case of non-compliance of terms and conditions of the contract by the Contractor, the Institute will have the absolute power to terminate the license without assigning any reason whatsoever.
21. The Institute will have the power to inspect the shop at any time at their discretion and can reject any items if deemed fit and proper. IIMT also reserves the right to appoint a committee to inspect the quality and the cleanliness of the shop and its surroundings. IIMT reserves the right to send the items to the Govt. approved food testing laboratories for conducting microbiological tests.
22. The overall general maintenance, cleaning, garbage disposal (dry and wet garbage/biodegradable and non-biodegradable waste disposal etc., in an eco-friendly manner, using protective/closed bins) will be the scope of the vendor.
23. The freezers shall be maintained clean. The garbage shall be cleared every day. The surroundings shall be kept clean.
24. The campus is a 'NO SMOKING' zone and usage/selling of any kind of tobacco/alcoholic/drug materials are not allowed inside the campus.
25. The Institute shall be at the liberty to terminate this agreement and forfeit the security deposit in case the Contractor commits any breach of any term or condition contained in the contract.
26. The stamp duty and expenses if any payable under the law in respect of this deed shall be borne by the Contractor, on Non-judicial paper for Rs.200/- for the Agreement.
27. The Contractor shall have to furnish the list of employees to be appointed by him for running the shop. The employees shall carry identity cards duly countersigned by the authorized

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person affixed with a photograph given by the Contractor. Copy of the Aadhaar of the employee should be submitted to the Institute.

28. The ID Card so issued shall have to be produced on demand by the Institute. The expenditure on this accord shall be borne by the Contractor.
29. In case a worker leaves the employment of the contractor or is removed by him, the contractor will inform the Institute in writing. The particulars of any new employee will also have to be intimated to the authorities as specified by the Institute.
30. The Contractor shall abide by the municipal laws and other authorized bodies pertaining to the sale of food, drink and other eatables and shall also obtain the necessary license from the competent authority as may be required under the law.
31. Disposal of waste material, cleanliness of the outlet, and maintenance of the items issued to him will be done by the contractor himself.
32. The Contractor shall not use the premises for any other purpose.

**33. Penalty Clause:**

IIM Tiruchirappalli will have the full power to impose penalty to the Vendor for not fulfilling the institute requirements. Any lapses by the contractor will be viewed seriously and penalties will be imposed on the contractor as given below:

S. No	Particulars	Penalty Amount
1	Non maintenance of biodegradable and non-bio degradable wastes	Rs. 500/- for each occasion
2	If complete area of the shop and dining area found unclean	Rs. 500/- for each occasion
3	If personal hygiene of workers found unsatisfactory	Rs. 500/- for each occasion
4	If the Vendor is found to have used unbranded/ bad/ Duplicate quality of any commodity	Rs. 500/- for each occasion
5	Non-compliance of the safety norms	Rs. 500/- for each occasion
6	Misbehavior of the worker deployed by the contractor	Rs. 500/- for each occasion
7	Chewing of gutka/smoking of cigarettes or bidis or similar stuff by staff of the vendor	Rs. 500/- for each occasion
8	For any other breach of contract	Rs. 500/- for each occasion

- a) For any penalty provisions stated above (i) First violation of the rule implies fine as per the above rules and (ii) Second and subsequent violations of the same rule within 30 days of the previous fine will attract triple the initial amount of fine on the Vendor.
- b) For repeated defaults more than 3 times during the contract, Institute shall forfeit the Security Deposit besides termination of the contract.
- c) The Vendor may appeal to the competent authority of the institute for reduction/waiver of penalty. The decision of the competent authority shall be final and binding.
- d) The above penalties are not exhaustive and any additional lapses found will unarguably invite additional penalty as decided by the institute. The decision of the competent authority of the institute shall be final with respect to the extent of penalties being levied.

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34. Bidder should take into account the corrigendum/Addendum published in the IIM Tiruchirappalli website in the tender page from time to time before submitting the bids.
35. If you have any technical queries, please e-mail [adminoffice@iimtrichy.ac.in](mailto:adminoffice@iimtrichy.ac.in), with a copy to [purchase@iimtrichy.ac.in](mailto:purchase@iimtrichy.ac.in), Phone: 0431 – 250 5167 before submission of quotation.
36. **The bidder should submit the tender/quotation duly signed and stamped on all the pages.**
37. IIMT reserves the right to change/extend/modify/amend or delete any of the conditions, clauses or items stated therein any or all provisions of this Tender document before last date of submission of the tender. Such revisions/amendments/corrigendum will be made available on the website of the IIMT Tender portal.
38. IIMT also reserves the right to withhold or withdraw the process at any stage with intimation to all the bidders who have submitted the quotation/tender.
39. IIMT will not be responsible for any loss in transit or postal delay.
40. Tax will be deducted as per the rule in force.
41. **Arbitration:** In case of any reconciled disputes between the parties IIM Tiruchirappalli and the agency/firm to whom the contract had been awarded, arising out of any of the terms of the Contract Agreement, the dispute shall be referred to a single Arbitrator mutually agreed, as per Arbitration and Reconciliation Act 1996, in Tiruchirappalli jurisdiction. The decision of the Arbitrator shall be final and binding on both parties.
42. **Jurisdiction:** All disputes arising out of this contract shall be subjected to the Courts at Tiruchirappalli.
43. **Force Majeure:**
  - a) Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
  - b) Force Majeure shall mean fire, flood, natural disaster, or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.
44. GST Number of IIM Tiruchirappalli is **33AAAI5004R1ZO**.

Tenders should be submitted in the sealed cover super scribing **“Tender for Running of General Store at IIM Tiruchirappalli”** addressed to, “The Chief Administrative Officer (i/c), IIM Tiruchirappalli, Trichy Pudukkottai Highway, Chinna Suriyur, Trichy – 620 024 to reach us **on or before 05.00 PM, June 3, 2023.**

**ANNEXURE – I: PROFILE OF THE BIDDER**

Sl. No.	Required Information	Description
1	Name of the agency / firm / company	
2	Address of the agency / firm / company	
3	Mobile / Telephone Number	
4	E- Mail Id	
5	Legal status (Individual, proprietary, partnership firm, limited company, etc.)	
6	Statutory details (Photocopies to be attached):	
	a. Registration number of the firm.	
	b. PAN No. of the Agency	
	c. GST No. of the Agency	
<b>Note:</b> If the vendor do not have the details, they can provide self-declaration.		
7	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
8	<b>BANK ACCOUNT DETAILS:</b>	
	Name of the Bank	
	Name of the Branch	
	Account Number	
	Type of Account	
	IFSC Code No. (copy of the cancelled cheque should be enclosed)	

**ANNEXURE – II – PRICE BID**

<b>S. No</b>	<b>Particulars</b>	<b>Quoted License Fee (Excluding GST)</b>
1	License Fee for running a General Store at IIM Tiruchirappalli for an area of 322 Sq. Ft.	

**Note:**

The Minimum license fee fixed by IIM Tiruchirappalli is Rs. 3,500/- excluding GST. If any bidder quoted less than the said license fee, their bid will be rejected.