

**Tender for Setting up and Running Snack Kiosk 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 “*Setting up and Running Snack Kiosk – (Space Size 19’X08’) at IIM Tiruchirappalli*”.

**SCOPE OF WORK**

- Setting up of the kiosk (to start with one kiosk and based on the requirement, the institute may ask to set up and run additional kiosk(s) with the same terms and conditions.
- Institute reserves the right to increase or decrease the number of Kiosk.
- Running and operation of Kiosk for students, faculty, staff, guests and residents of the campus (approx. 1000 Nos.)
- The tenderers are advised to visit the site of the Kiosk/Outlet before participating.
- The vendor is allowed to sell any snack item such as tea, coffee, milk, soft drinks, candies, chips, samosas, cutlets, corn, popcorn, etc. However, the vendor cannot cook them inside the kiosk.
- Coffee/Tea and Milk should be sold through vending machines only.
- There is a scope to earn high volume business provided the vendor sells high quality, variety 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 Food Safety License from FSSAI as per the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations.
- 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

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- b. 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.
- 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 bidder should quote the rate for all the items mentioned in the Price Bid (i.e. Annexure –II) else the bid will be rejected.
- b. The selection of bidder will be solely on the basis of PART – A of the Price Bid. (i.e. License Fee). The bidder who quoted the highest license fee will be given the Work Order for ***Setting up and Running Snack Kiosk 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. 10/- per sq. ft. excluding GST. If any bidder quote less than the said license fee per. Sq. ft., his/her bid will be rejected.
2. The institute may ask to set up and run additional kiosk(s) with the same terms and conditions, if required.
3. Coffee/Tea and Milk should be sold through vending machines only.
4. ***The successful bidder should not sell any items more than the MRP or the prevailing market rate.***
5. The vendor should only use disposable sugar cane cups and plates for providing tea/coffee/snacks.
6. 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.
7. The Vendor should get prior approval from the Institute for rate hike of any snack item with valid reasons.
8. Electricity, Water charges would be charged as per the tariff policy of TNEB Ltd and TWAD Board. Separate meter will be fixed for kiosks by the Institute.
9. RO water point will be provided by the institute and the vendor has to make his own arrangement for having the dispenser.

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10. The rates of the items sold in the Kiosk shall be displayed on the notice board of the outlet. and proper receipts shall be issued for the items sold.
11. 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.
12. The vendor should accept digital payments.
13. The facility shall be available for faculty, staff, students, guests and residents of the campus and accompanying guests.
14. The vendor should get prior approval from the Institute to sell the snack items apart from the quoted list.
15. No cooking facilities shall be allowed except tea and coffee in dispenser/vending machine.
16. The Kiosk shall run from 10.00 am to 8.00 pm on all days of the year.
17. Any dues against a customer on the part of the Contractor shall not be the responsibility of the Institute.
18. 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.
19. The outlet shall be used for running the Kiosk only and in no case used for residential purposes, or as a warehouse or for any other purpose.
20. For the breach of any terms and conditions of the deed, the Institute will impose a penalty to the extent of Rs. 5,000/- (Rupees Five Thousand Only) for each default. For repeated defaults, Institute shall forfeit the Security Deposit besides termination of the contract.
21. If the Contractor wants to discontinue the food 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.
22. 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.
23. Any damage to Institute Property during the contract period will have to be borne by the Contractor.
24. 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.
25. 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.
26. 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.
27. The Institute will have the power to inspect the foodstuff at any time at their discretion and can reject any foodstuff if deemed fit and proper. IIMT also reserves the right to appoint a committee to inspect the quality of food prepared and served and the cleanliness of the Kiosk and its surroundings. IIMT reserves the right to send the food samples to the Govt. approved food testing laboratories for conducting microbiological tests.
28. 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.

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29. The vendor should maintain the area neat and clean by segregating biodegradable and non-biodegradable wastes and the wastes should be disposed immediately in proper way. If found guilty, the institute shall impose a penalty of Rs. 500/- on each occasion.
30. The freezers shall be maintained clean. The garbage shall be cleared every day. The surroundings shall be kept clean.
31. The campus is a 'NO SMOKING' zone and usage/selling of any kind of tobacco/alcoholic/drug materials are not allowed inside the campus.
32. 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.
33. 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.
34. The Contractor shall have to furnish the list of employees to be appointed by him for running the outlet. The employees shall carry identity cards duly countersigned by the authorized person affixed with a photograph given by the Contractor. Copy of the Aadhar of the employee should be submitted to the Institute.
35. 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.
36. 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.
37. 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.
38. Disposal of waste material, cleanliness of the outlet, and maintenance of the items issued to him will be done by the contractor himself.
39. The Contractor shall not use the premises for any other purpose.
40. 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.
41. 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.
42. ***The vendor should quote the rate for all the items, failing which the quotation will not be considered for further evaluation.***
43. ***The bidder should submit the tender/quotation duly signed and stamped on all the pages.***
44. 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.
45. 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.
46. IIMT will not be responsible for any loss in transit or postal delay.
47. Tax will be deducted as per the rule in force.
48. **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

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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.

49. **Jurisdiction:** All disputes arising out of this contract shall be subjected to the Courts at Tiruchirappalli.

50. **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.

51. GST Number of IIM Tiruchirappalli is **33AAAAI5004R1ZO**.

Tenders should be submitted in the sealed cover super scribing “*Tender for Setting up and Running the Snack Kiosk. (Space Size 19’X08’) 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 3.00 PM, May 24, 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. (as per Shops and establishment act.)	
	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**

**PART – A**

S. No	License Fee	Quoted License Fee per Sq. Ft. (Per Kiosk) (Excluding GST)
1	License Fee for Snack Kiosk.	

**Note:**

The Minimum license fee fixed by IIM Tiruchirappalli is Rs. 10/- per sq.ft. excluding GST. If any bidder quoted less than the said license fee per. Sq. ft., his/her bid will be rejected.

**PART – B**

Bidder should quote the rates for each of the items in the attached list duly signed and stamped.

Sl. No.	Snack Items	Rate per piece
1	Aloo Puff (150 gms)	
2	Paneer Puff (150 gms)	
3	Veg Burger (150 gms)	
4	Pizza Cheese Burger (150 gms)	
5	Veg Sandwich (150 gms)	
6	Spring Roll (150 gms)	
7	Kathe Roll (150 gms)	
8	Pizza Sandwich (150 gms)	
9	Cheese Club Sandwich (150 gms)	
10	Cucumber Sandwich (150 gms)	
11	Manchurian Roll (150 gms)	
12	Nutri Samosa (150 gms)	
13	Cottage Cheese Kulcha/Bread (150 gms)	
14	Grill Sandwich (150 gms)	
15	Muffins (150 gms)	
16	Cup Cake (150 gms)	
17	Potato Wedges (150 gms)	
18	Chilly Garlic Potato (150 gms)	
19	Veg. Momos (6 pcs.)	
20	Cream Roll (150 gms)	
21	Momos Veg (150 gms)	
22	Shake (250 ml)	

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	<b>Beverages</b>	
23	Pepsi (250 ml)	
24	Mirinda Orange (250 ml)	
25	Mountain Dew (250 ml)	
26	Nimbooz (250 ml)	
27	Aquafina (250 ml)	
28	Nimbooz Pani (250 ml)	
29	Lichi Juice (250 ml)	
30	Flavoured Milk (Amul/Aavin) (250 ml)	
31	Mango Sip (250 ml)	
32	Apple Juice (250 ml)	
33	Tropikana (250 ml)	
34	Energy Drink (250 ml)	
35	Tea (200 ml)	
36	Coffee (200ml)	
37	Cold Coffee (250 ml)	
38	Hot Coffee Special (250 ml)	

**Note:**

- The bidder may add additional items and their rates in separate sheet. However, the evaluation will be purely on the basis of license fee quoted by the bidder in Part – A of Annexure – II.
- The rates for the Part-B will not be considered for selection. The rates for items mentioned in the Part-B of the Price Bid will be negotiated with the selected Bidder and finalized.
- The vendor and the Institute authorities shall negotiate for any hike in prices, if required, before the end of each year, if the services provided by the vendor is found to be satisfactory.