

Tender Ref. No. 23SP072T

July 26, 2023

Tender for Empanelment of Vendors for Running a Quick Service Food Outlets 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 *“Empanelment of Vendors for Running a Quick Service Food Outlets at IIM Tiruchirappalli”*.

SCOPE OF WORK

- a. Running and operation of Outlet for students, faculty, staff, guests and residents of the campus (approx. 1000 Nos.).
- b. The tenderers are advised to visit the site of the Outlet before participating.
- c. The vendor is allowed to sell only the items given in this tender.
- d. IIM Tiruchirappalli will not guarantee any minimum/maximum business.
- e. The vendor shall fulfill the following responsibilities regarding cleanliness and sanitation:
 - i. Hygiene and sanitation standards should be strictly compliant with FSSAI regulations and/or prevalent norms.
 - ii. Compliance to the hygiene standards will be checked periodically. Non-compliance to hygiene standards will be sufficient reason to terminate the contract.
 - iii. cleaning and washing of plates, cutleries and utensils.
 - iv. cleaning and maintenance of kitchen equipment.
 - v. keeping the premises and surroundings neat, clean and hygienic.
 - vi. Periodic cleansing as per laid down norms.

ELIGIBILITY CONDITIONS FOR BIDDERS

- a. The Bidder(s) should have a valid Food Safety License from FSSAI as per the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations.
- b. The bidder(s) should be registered with GST authority. Documentary proof needs to be attached.
- c. The bidder should have an Operating Outlet with a similar kind of business in Tamil Nadu.
- d. The vendor should have a minimum of 1-year of experience in running the Quick Service Food Outlets in any Educational Institutes/State or Central Govt. Units/Private Sector Organisations.
- e. Institute authorities shall visit the Outlet of the bidders.

PERIOD OF EMPANELMENT

The empanelment period is initially for a period of *One (01) year*. However, the empanelment shall be extended for up to Three 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.

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EARNEST MONEY DEPOSIT

- a. 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

- 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. The EMD of the L1 Vendor who received shop Allotment Order will be adjusted against the interest free security deposit.
- e. 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.
- f. 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.

The Amount payable to IIM Tiruchirappalli

- a. Rental Charges - The Vendor shall pay a sum of Rs. 5,000/- plus GST per month towards monthly rent.
- b. Electricity Charges - Electricity charges will be levied as per the prevalent tariff policy of TNEB Limited, applicable to IIMT as per actual consumption. Separate meter will be fixed by the Institute.
- c. Water Charges - Water required for cooking, washing and incidental purposes will be supplied by the Institute to the Vendor on payment basis. Water meter will be fixed by the Institute. Water charges will be levied on actual consumption every month based on the meter readings and as per the following slabs:
 - i. Rs. 50 per kilo liters up to the consumption of 600 kilo liters per month.
 - ii. Rs 75 per kilo liters up to the consumption of above 600 kilo liters and up to 1000 kiloliters per month.
 - iii. Rs 100 per kilo liters up to the consumption of above 1000 kilo liters per month.

SELECTION OF VENDOR FOR EMPANELMENT

- a. The Outlet shall be allotted only to the L1 vendor.
- b. The empanelment order will be given to the L1 Vendor to run an outlet inside the premises.

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- c. The institute shall empanel L2 and L3 vendors subject to matching the rates of the L1 Vendor. However, they shall be permitted to set up a shop/outlet/mobile van inside the premises only when the need arises. The expenses related to setup the shop/outlet/mobile van shall come under the purview of vendor.
- d. The empanelment order would be valid for a period of one year from the date of issue of order.
- e. The contract period for the respective vendor shall begin from the date of allotting the outlet. It shall be valid for a period of one year.
- f. The selected vendor shall operate the shop/outlet/mobile van for a period of one year. However, the contract shall be extended for up to Three years on a yearly basis if the services provided by the vendor is found to be satisfactory, on the same terms and conditions and at the sole discretion of the Institute.

Price Bid Criteria

- 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 total amount mentioned in the Price Bid (i.e. Annexure-II) will be taken into consideration for the selection of L1 bidder. The bidder who quoted the lowest rate (L1) will be awarded a work order for running the Quick Service Food Outlet at IIM Tiruchirappalli.
- c. The Institute reserves the right to accept or reject all the bids including the lowest without assigning any reason.
- d. **Resolution on Tie Cases:** In case more than one bidder quotes the same L1 rates of all the items mentioned in the price bid, then the lot system will be followed and the Work Order will be awarded accordingly.

PERFORMANCE/SECURITY DEPOSIT

The Successful bidder, on receipt of Outlet Allotment Order, should pay an interest-free security deposit of Rs. 50,000/- to the 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 license fee fixed by IIM Tiruchirappalli is Rs. 5,000/- excluding GST.
2. ***The existing Vendor/the vendor who already provided services at IIM Tiruchirappalli in the past should submit a “No Dues Certificate cum Performance Certificate” as on 31st March 2023 from the Institute.***
3. ***The successful bidder should not sell any items more than the Quoted rate.***
4. The vendor should only use disposable sugar cane cups and plates for serving the items.
5. RO water point will be provided by the institute and the vendor has to make his own arrangement for having the dispenser.
6. The rates of the items sold shall be displayed on the notice board of the outlet. and proper receipts shall be issued for the items sold.

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7. 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.
8. The vendor should accept digital payments.
9. The facility shall be available for faculty, staff, students, guests and residents of the campus and accompanying guests.
10. The vendor should get prior approval from the Institute to sell the new items apart from the quoted list.
11. The Quick Service Food Outlet shall run from *at least 3.00 pm to 3.00 am* on all days of the year. The vendor shall also run the facility on extended timings.
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 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 campus beyond the working hours.
15. IIM Tiruchirappalli can terminate the contract with three-month notice in case the services are not found satisfactory. The service provider will be required to give three months' notice in writing of their intention to leave or discontinue their service; in case vendor quits without the required notice, then his security deposit will be forfeited.
16. Any damage to Institute Property during the contract period will have to be borne by the Contractor.
17. 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.
18. 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.
19. 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.
20. 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 outlet and its surroundings. IIMT reserves the right to send the food samples to the Govt. approved food testing laboratories for conducting microbiological tests.
21. 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.
22. The freezers shall be maintained clean. The garbage shall be cleared every day. The surroundings shall be kept clean.
23. The campus is a 'NO SMOKING' zone and usage/selling of any kind of tobacco/alcoholic/drug materials are not allowed inside the campus.

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24. 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.
25. 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.100/- for the Agreement.
26. 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 Aadhaar of the employee should be submitted to the Institute.
27. 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.
28. 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.
29. 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.
30. Disposal of waste material, cleanliness of the outlet, and maintenance of the items issued to him will be done by the contractor himself.
31. The Contractor shall not use the premises for any other purpose.
32. 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.
33. If you have any technical queries, please e-mail adminoffice@iimtrichy.ac.in, with a copy to purchase@iimtrichy.ac.in, Phone: 0431 – 250 5167 before submission of quotation.
34. ***The vendor should quote the rate for all the items, failing which the quotation will not be considered for further evaluation.***
35. ***The bidder should submit the tender/quotation duly signed and stamped on all the pages.***
36. 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 the last date of submission of the tender. Such revisions/amendments/corrigendum will be made available on the website of the IIMT Tender portal.
37. 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.
38. IIMT will not be responsible for any loss in transit or postal delay.
39. Tax will be deducted as per the rule in force.
40. **Penalty Clause:**
Failure to supply food in terms of quality, quantity and as per the basic menu will attract penalty. IIM Tiruchirappalli will have the full power to impose penalty to the Vendor for not fulfilling the 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 dustbins	Rs. 500/- for each occasion
2	Vegetables kept for use is found to be of poor quality or rotten/stale/spoilt/infected	Rs. 500/- for each occasion
3	Oil once used should not be reused. If reuse of oil is found	Rs. 500/- for each occasion
4	Items like taste enhancers like Aji-no-moto, baking soda, coloring items etc., are banned and they should not be used. If they are found in the kitchen premises	Rs. 500/- for each occasion
5	If complete area of the outlet and dining area found unclean	Rs. 500/- for each occasion
6	Presence of unwanted items in food such as blade, glass, metal wires, nails, insects, cigarettes, clothes, rope, soft plastic, etc., or any insect/foreign particle found in the food	Rs. 500/- for the first instance, Rs. 1,000/- will be in the second instance onwards.
7	If unclean utensils found	Rs. 500/- for each occasion
8	If personal hygiene of workers found unsatisfactory	Rs. 500/- for each occasion
9	If the Vendor is found to have used unbranded/bad/duplicate quality of any commodity	Rs. 500/- for each occasion
10	Non-compliance of the safety norms	Rs. 500/- for each occasion
11	Misbehavior of the worker deployed by the contractor	Rs. 500/- for each occasion
12	If the left-over food and other vegetable waste are not fed to garbage composite and disposed within the same day	Rs. 500/- for each occasion
13	Chewing of gutka/smoking of cigarettes or bidis or similar stuff by staff of the vendor	Rs. 500/- for each occasion
14	For any other breach of contract	Rs. 500/- for each occasion

- 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.
- For repeated defaults more than 3 times during the contract, Institute shall forfeit the Security Deposit besides termination of the contract.
- 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.
- 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

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authority of the institute shall be final with respect to the extent of penalties being levied. IIM Tiruchirappalli reserves the right to impose the penalty and the quantum of the penalty will be decided in individual cases and decision of the competent authority at IIM Tiruchirappalli, shall be final and binding.

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 “*Empanelment of Vendors for Running a Quick Service Food Outlets 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, August 17, 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	
Note: 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	BANK ACCOUNT DETAILS:	
	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

Bidder should quote the rates for each of the items in the attached list duly signed and stamped.
The Quoted rate under this category is including of GST.

CHICKEN BURGER			
Sl. No	Items Name	Quantity	Rate per unit
1	BBQ Chicken Burger	250gms	
2	Extreme Double Chicken Burger	250gms	
VEG BURGER			
Sl. No	Items Name	Quantity	Rate per unit
3	Peri Peri Veg Burger	250gms	
4	Cheesy Creamy Veg Burger	250gms	
5	Peri Peri Paneer Burger	250gms	
FRENCH FRIES			
Sl. No	Items Name	Quantity	Rate per unit
6	French Fries	200gms	
7	French Fries With (Peri Peri/Tandoori/Chilli Garlic/Jalapeno/1000 Island/Cheese/Mint Mayo)	200gms	
Chat Items			
Sl.No.	Items Name	Quantity	Rate per unit
8	Pani Puri	8 pieces	
9	Bhel Puri	200gms	
10	Papri Chat	8 pieces	
11	Dahi Puri	8 pieces	
STEAMED MOMOS			
Sl. No	Items Name	Quantity	Rate per unit
12	Chicken Momo	6 Pieces (25gms/momo)	
13	Veg Momo	6 Pieces (25gms/momo)	
SANDWICHES			
Sl. No	Items Name	Quantity	Rate per unit
14	Veg-Cheese Corn (Chilli/Chilli Garlic)	250gms (Bread size 5x5)	
15	Paneer (Peri Peri/Schezwan/Grilled)	250gms (Bread size 5x5)	
16	Chicken (Peri Peri/ Schezwan /Chilli Garlic/Grilled)	250gms (Bread size 5x5)	

ROLLS			
Sl. No	Items Name	Quantity	Rate per unit
17	Chicken Roll	2 Nos (125gms each)	
18	Veg Roll	2 Nos (125gms each)	
19	Paneer Roll	2 Nos (125gms each)	
20	Egg Roll	2 Nos (125gms each)	
MILKSHAKE			
Sl. No	Items Name	Quantity	Rate per unit
21	Plain Pista	350ml	
22	Butterscotch	350ml	
23	Oreo Shake	350ml	
24	Chocolate Shake / Cold Boost	350ml	
25	Cold Coffee Shake	350ml	
MOJITOS			
Sl. No	Items Name	Quantity	Rate per unit
26	Moji Crush (Strawberry/Green Apple/Blackberry/Mango/Litchi)	350ml	
27	Virgin Mojito	350ml	
FRESH JUICES			
Sl. No	Items Name	Quantity	Rate per unit
28	Water Melon Juice	350ml	
29	Orange Juice	350ml	
30	Mosambi Juice	350ml	
31	Apple Juice	350ml	
32	Pine Apple Juice	350ml	
33	Papaya Juice	350ml	
34	Grape Juice	350ml	
PASTA			
Sl. No	Items Name	Quantity	Rate per unit
35	Chicken Pasta	200gms	
36	Veg Pasta	200gms	
Total Amount of all items from Sl. No 1-36 including GST			

Note:

- The evaluation will be purely on the basis of the **36 items mentioned in Annexure – II**.
- The rates for items will be negotiated with the selected Bidder and finalized, if required.
- The rates mentioned in the Price Bid should be **inclusive of GST**.