

INDIAN INSTITUTE OF MANAGEMENT SHILLONG

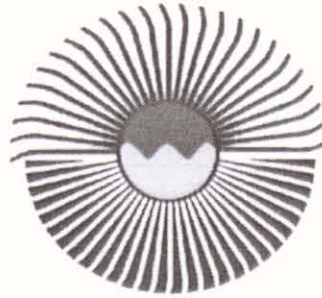
UMSAWLI SHILLONG - 793018

Website: www.iimshillong.ac.in

Fax No. 0364 2230041

No : IIMS/S&P/504/e/21-22/

Dated 04/10/2021



IIM
SHILLONG

Part - A: Technical Bid

TENDER DOCUMENT

For

Allotment of Gent's Saloon on Lease and License Basis at
Indian Institute of Management Shillong Campus.

INDIAN INSTITUTE OF MANAGEMENT SHILLONG

Website: www.iimshillong.ac.in

Contact No.: 0364 - 2308000

TENDER DOCUMENT

IT No.: IIMS/S&P/504/e/21-22/

Dated 04/10/2021

Name of the Tender Document	:	Tender for allotment of Gents Saloon on Lease and License Basis at IIM Shillong, Umsawli Shillong
<u>Type</u> of Tender Document	:	Two Bid System (EMD, Technical Bid & Price Bid)
<u>Cost Of Tender</u> "	:	Rs 500 +18% GST
<u>EMD Amount</u>	:	Rs 4000/- only
<u>Mode of Submission of Tender</u>	:	Offline mode (Speed Post or Registered Post)
<u>Tender Validity</u>	:	90 days
<u>Period of Tender Contract</u>	:	Two (2) years from the date of allotment.
<u>Pre-bid Meeting: Date, Time & Venue</u>	:	<u>08/10/2021</u> at <u>11:30</u> am
<u>Last Date of submission of Tender:</u>	:	<u>11/10/2021</u> up to <u>04.30</u> pm.
<u>Date of Opening Technical Bid: Date, Time & Venue</u>	:	<u>11/10/2021</u> at <u>05:00</u> pm
Address for submission of Tender	:	Chief Administrative Officer, IIM Shillong, Umsawli, Shillong 793018, Meghalaya
Date of opening <u>Price Bid</u> : Date, Time & Venue	:	Will be communicated later through IIMS website.

Sd/-
Chief Administrative Officer
IIM Shillong

INDIAN INSTITUTE OF MANAGEMENT SHILLONG

No : IIMS/S&P/504/e/21-22/

Dated 04/10/2021

NOTICE INVITING TENDER

Offers are invited on behalf of Director, IIM Shillong from experienced, interested and eligible firms/ individual/ proprietor/Agencies for running/operating of **Gent's Saloon** in the Institutes campus at Umsawli, Shillong. Bids are to be submitted in a sealed cover addressed to the Director, IIM Shillong, Umsawli, Shillong-793018 with the words "**Tender for Gent's Saloon**", Enquiry No. with due date boldly superscribed on the top of the envelope and the offer be sent by registered cover/ speed post/ dropped in the Tender Box of the Institute.

Bids are to be submitted under two bid system in two separate sealed covers duly marked "Techno-Commercial Bid" and "Price/ Finance Bid", placed in another outer sealed cover/envelope.

DETAILS ARE AS FOLLOWS:

Sl. No.	Purpose of the Shop	Minimum License Fee fixed by IIM Shillong in Rupees only	Area of the Shop (Approx.)
1	Gent's Saloon	Rs 1039.00	32.183 Sqm
	GST	GST as applicable rate payable on the license fee to be borne by the occupant.	
	Water charges	The water charges will have to be paid @ 2% over and above the License Fee per month	
	Electricity charges	Electricity charges at commercial rate for actual consumption should be paid in addition to the license fee during the rent period and should be paid to the Institute as per meter reading.	
	Periodicity of payment:	License Fee together with allied charges (Electricity and water charges) shall be payable on or before 15 th of every month.	
	Eligibility Criteria	<ol style="list-style-type: none"> 1. The applicant should have appropriate experience of three (3) years to run the Saloon quoted for. All necessary documents (copies) required like License, GST Registration, Trading License from KHADC including EMD and cost of tender, etc., should be submitted along with the tender document (Technical Bid). 2. The applicant must have at least one similar outlet which validates their ability. 3. The Saloon should have ability to provide good quality service. 4. There should be no legal suit, criminal case pending or contemplated against the proprietor of the Gent's Saloon or the firm on grounds of moral turpitude or for violations of any of the laws in force. 	
	Period of Tender Contract	Two (2) years from the date of allotment subject to annual revision and renewal.	
	Period of Extension	<ul style="list-style-type: none"> • May be extended upto 3 years maximum (every year of extension shall be considered only on your performance/service). • On extension of contract, license fee will be subject to revision once in a year with 5% increase from the date of Extension. • Institute may at its discretion consider for extension of contract period subject to the licensee agreeing to Institute's terms and conditions on revised license fee. 	

1.0 SUBMISSION OF PRE-QUALIFICATION DOCUMENTS ALONG WITH THE TENDER DOCUMENT

- 1.1 The following pre-qualification documents are to be submitted along with the Tender Document. However, the Tender Documents received without any of the following documents, may render the Tender Document invalid and the price bid would not be opened:-
- 1.1.1 The applicant must be resident of India and any TWO of the following documents mentioned shall be submitted as a proof of residence namely:-
- | | |
|----------------------------------|-------------------|
| (i) Passport | (ii) Ration Card |
| (iii) Voter Identity Card (EPIC) | (iv) Aadhaar Card |
- 1.1.2 Self-attested photocopy of Ownership Document, in case of firm a Partnership Deed and in case of Company, Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.
- 1.1.4 A self-declaration of acknowledgment by an applicant for having clearly understood the terms and conditions provided in the Tender document **(ANNEXURE II)**
- 1.1.5 A self-declaration to the effect that the firm/individual is not blacklisted/proposed to be blacklisted by any Govt. Organization and that no criminal case or any economic offence is pending/ contemplated under any Court of Law / Registered with Police **(ANNEXURE –III)**.
- 1.1.6 A self-declaration by the applicant that he/she does not have any close relative employed/working at IIM Shillong **(ANNEXURE IV)**
- 1.1.7 Non- Tribal bidder should submit a valid trading license issued by KHADC.

Sd/-
Chief Administrative Officer
IIM Shillong

2.0 FACILITIES: -

- 2.1 The Institute will provide space for running the facilities at designated location.
- 2.2 The electricity charges will be based on meter reading only
- 2.3 The water supply will be provided by the Institute on a payment basis by the bidder according to the terms mentioned
- 2.4 All infrastructures like looking mirror, chairs etc to be provided by the successful bidder.

3.0 OBLIGATIONS OF THE TENDERER: -

- 3.1 The service provider shall use only the space ear-marked to operate the facility and shall not use any other space for any other purpose.
- 3.2 The service provider is responsible for maintaining cleanliness in the area at all times. All waste generated should be collected in separate bins and disposed of the same at their own cost. Disposal of garbage within the campus is strictly prohibited and shall impose fine of Rs 1000/- for each breach.

4.0 RENT AND OTHER CHARGES: -

- 4.1 The minimum rent will be charged @ Rs 1039/- per month for running the Gent's Saloon.
- 4.2 The electricity charges will be based on the meter reading only.
- 4.3 The water charges will have to be paid @ Rs 500/- per month

5.0 INSTRUCTION TO BIDDERS FOR OFFLINE SUBMISSION

5.1 DOWNLOADING /OBTAINING OF TENDER DOCUMENTS:

- 5.1.1 Tender document can be downloaded from the Institute's website **www.iimshillong.ac.in**
- 5.1.2 The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 5.1.3 Information and instructions for bidders posted on website shall form part of bid document.
- 5.1.4 Tenders without cost of tenders and EMD will be summarily rejected. Tenders without any of the specified documents shall be rejected and financial bids will not be opened.
- 5.1.5 Joint ventures are not accepted.
- 5.1.6 Minimum Eligibility Criteria: As mentioned in **page 4**
- 5.1.7 All mandatory documents mentioned in the tender should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of service provider should be valid on the original date of submission of bids. Intending bidders are eligible to submit the bid provided they have definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactory completed similar works of magnitude as specified.
- 5.1.8 **Tender Submission Fee/ Cost of the Tender:** Non-refundable Tender Submission Fee of **Rs. 500.00+18% GST** need to be paid in the form of Banker's Cheque or Demand Draft drawn in favor of **IIM Shillong**, payable at **Shillong** shall be submitted along with the tender document within the period of the given date and time. The bidder has to fill up all the details such as Banker's name, Demand Draft/ Banker's Cheque numbers, amount and date etc. during submission of the tender and should be sent to Chief Administrative Officer, IIM Shillong, Umsawli, Shillong 793018 on or before the last date & time of submission of tender document.

- 5.1.9 **Earnest money:** Earnest money deposit **at Rs 4000/-** in the form of **Demand draft/ Banker's Cheque/ Call Deposit/ TDR** from Schedule A Bank in favour of **IIM Shillong** payable at **Shillong** shall be scanned and submitted online along with the tender document within the period of online submission date and time. The bidder has to fill up all the details such as Banker's name, Demand Draft/ Banker's Cheque/ Call Deposit/ TDR/ Bank Guarantee details, amount and date of the EMD during uploading the tender. The original (hard copy) should be sent to **Chief Administrative Officer, IIM Shillong, Umsawli, Shillong 793018, Meghalaya** within the last date & time of submission of tender document.
- 5.1.10 **The bidder need to sign, seal and date on every page of the tender document and submit the documental proof of eligibility criteria along with the necessary documents as mentioned in this tender documents. Without these documents the tender will be summarily rejected.**

6.0 SUBMISSION OF TENDER DOCUMENTS:

6.1 The tender document shall be submitted in two parts as follows:

- 6.1.1 **PART-A:** This stage shall contain the Techno-Commercial Bids with list of the documents mentioned in this tender and any other matter etc. the tenderer wish to submit duly signed with Seal. This shall be treated as, "**TECHNICAL BID**"
- 6.1.2 **PART-B:** This stage shall contain the Price Bids comprising of the **Value** which needs to be duly filled in the given BOQ template. No other paper other than the prescribed form specified & contained in this package shall be accepted. This shall be treated as, "**PRICE BID**".
- 6.1.3 Bidders/ Tenderer are required to submit the bid in offline mode by submitting all the relevant documents addressing to the **Chief Administrative Officer, IIM Shillong, Umsawli, Shillong 793018, Meghalaya.**
- 6.1.4 Part-A of the tender shall be opened on the date and time as mentioned in the tender notice. The tenderers whose techno-commercial bids (Part-A) are found acceptable shall be opened.
- 6.1.5 Tender should reach the above address on or before **04:30** PM of Dated: **11.10.2021**. The Tender Documents received after the last date and time shall not be entertained. IIM Shillong shall not be responsible for postal delay / loss.
- 6.1.7 The Tender does not constitute a solicitation. IIM Shillong reserves the right to change or cancel the requirements at any time during the process of Tendering.
- 6.1.8 IIM Shillong reserves the right to accept or reject any tender without assigning any reason and any liability or any obligation to inform the effected firms ground for action is not binding of IIM Shillong.

7.0 The bid submitted shall become invalid if-

- 7.1 The bidder doesn't submit an original EMD and Cost of Tender at the time of submission of the tender document.
- 7.2 The bidder doesn't submit all the relevant testimonials as mentioned in this tender documents.
- 7.3 The Tenderer will be required to produce the original copies of the eligibility criteria documents along with other document mentioned in the tender whenever needed at the various stages of tendering. If any discrepancy is noticed in the submitted documents with reference to the original documents, the bid will be treated as invalid.
- 7.4 Mere fulfillment of conditions of tender paper to a bidder does not automatically mean the

tenderer is considered qualified for the bid. The acceptance of tender will rest with the authority of IIM, Shillong who does not bind itself to accept the lowest tender and reserves itself the right to reject any or all the tenders received without assigning any reason thereof. The work may be allotted in part or whole at the discretion of competent authority of the Institute.

- 7.5 In case, the day of submission of the tender happens to be a holiday on account of Govt. notification and tender cannot be opened; the tender shall be opened on the next working day at the same time.
- 7.6 At any time prior to the date of submission of bid, IIM Shillong may for any reason, alter the bidding document by an amendment and the same will be notified in the Institute website. The amendment will be binding to the participating bidder and will be part of the bid documents

8.0 SECURITY DEPOSIT

- 8.1 Successful tenderer should deposit a sum equivalent to **12 months of License fee as quoted in the tender document** as Interest free Security deposit and the same will be returned without interest after the license period is over and after key(s) of the licensed building is handed over by the occupant by vacating the Gent's Saloon. Refund will be subject to full settlement of dues payable to IIM Shillong and adjustment against damages, if any, or any other amount payable.

9.0 LICENSE FEE.

- 9.1 License Fee shall be quoted by the Tenderer shall be over and above the Minimum License Fee. The GST as applicable will be charged extra to allotted Gent's Saloon.

9.2 DUE DATE FOR PAYMENT OF LICENCE FEE:

The successful bidder shall pay the license fee every month in advance on or **before 15th of every month** after allotment. The subsequent instalments of license fee is also to be deposited in advance, as per the schedule to be mentioned vide separate letter issued by the Institute. If the licensee fails to deposit the license fee in advance, the penalty clause is as under.

9.3 PENALTY OF LICENCE FEE:

Duration	Penalty
Within 1st Fifteen days from due date	5% of Licence Fee
16 Days to 30 Days from the due Date	10% of Licence Fee
31 Days to 60 Days from the due Date	20% of Licence Fee
Above 60 Days from the due Date	Contract will be terminated

10.0 GENERAL TERMS AND CONDITIONS TO THE TENDERER

- 10.1 The Gent's Saloon service shall be provided from 11:00 am to 7:30 pm preferably on all working days. One day of the week (except Saturday and Sunday) the shop may be Closed. Other days which the shop will be kept closed will have to be authorized by IIM Shillong.
- 10.2 Commitment for providing services at competitive rates on the campus.
- 10.3 If service provider sells items there shall be no compromise in quality of items.
- 10.4 An agreement is required to be executed by the service provider with the Institute subject to termination of contract either way by serving a prior notice of 01 month in writing and subject further to the express condition that in the event of any unlawful, antisocial and or anti-institute or unauthorized activities by the service provider having been found, the agreement shall be terminated with immediate effect by serving a notice to service provider.
- 10.5 Service provider will have to ensure utmost cleanliness, hygienic conditions and befitting campus like discipline at their allotted space and accessories at all times, wanton neglect of which, shall invite heavy fines including premature termination of the contract. Pest/rodent control should be done regularly.
- 10.6 The services by the services provider shall be open to use by the Institute beneficiaries only. As such, the tenderers (service provider) shall neither invite / entertain nor harbor any users from Outside at or around the allotted space. Violation of this expressed condition shall automatically land in termination of the contract.
- 10.7 The Institute has right to cancel tender at any stage. Any kind of dispute will be resolved amicably and in this connection, the decision of Institute shall be final and binding upon both the parties.
- 10.8 The service provider must take permission from IIM Shillong to engage Helpers etc.
- 10.9 No child labor shall be employed for servicing as per law.
- 10.10 All the rules and regulations of labors laws etc. shall be compliance by the Service provider / service provider.
- 10.11 Safety standards should be maintained. Fire extinguishers should be installed in accessible places and should be in working conditions. First aid measures should available for emergencies
- 10.12 Acceptance of application / Tender will be intimated to the successful service provider through a letter of intent (LOI) duly signed by the authorized signatory of the institution.
- 10.13 No subletting / sub-contracting of work will be allowed at any stage. Service provider will have to give ethical practices certificate in prescribed Performa.
- 10.14 If found quarrelling or misbehaving with anyone or involved in any kind of anti-social activity, the contract agreement will be cancelled forthwith by the Institute and in such situation, service provider has to vacate premises within 3days.
- 10.15 The service provider shall raise a proper invoice for every service rendered.
- 10.16 Before submitting the Tender, the Service provider must visit the Institute for site checking
- 10.17 The Institute shall remain fully indemnified against any damage and any incidence arises by the service provider.
- 10.18 The other terms & conditions will be as per Annexure-I.
- 10.19 Non- Tribal bidder should submit a valid trading license issued by KHADC within 14 Days from the date of issue of work order or before signing of the Agreement failing with the allotment order will be cancelled.

11.0 TERMS AND CONDITIONS:

- 11.1 **The period of contract will be initially for one year that may extend for three years on the basis of feedback and review of performance.**
- 11.2 The scheduled properties shall remain in absolute possession of IIM Shillong and the present agreement only allows the service provider to use the premises for agreed purposes.
- 11.3 The Gent's Saloon service shall be provided from 11:00 am to 7:30 pm preferably on all working days. One day of the week (except Saturday and Sunday) the shop may be Closed. Other days which the shop will be kept closed will have to be authorized by IIM Shillong.
- 11.4 The service provider will have to pay the fixed License Fee (for providing services as mentioned) to IIM Shillong. The Service provider shall pay the agreed monthly License Fee by fifteenth day of every month through NEFT in the institute account. In case of late payment of monthly rent, **the penalty will be charged as per Clause 9.3.**
- 11.5 The successful service provider shall be required to furnish security deposit of Rs 4000/- in advance, other than the monthly rent, to the Institute which shall be revalidated in case of execution of new contract or otherwise shall be returned by IIM Shillong within 30 days from the date of vacating the premises by the Service provider.
- 11.6 If there is any damage to any property of IIM Shillong or any payments due to IIM Shillong or any demand from any authority to IIM Shillong arises regarding dues payable by the Service provider, the IIM Shillong shall encash the Bank deposit held in security to release this payment.
- 11.7 **The Licensee shall start operating the work / services within 05 working days from the date of contract and shall not carry its business in any other part of the premises.**
- 11.8 **A committee constituted by the institute will make surprise check / monitoring of the services rendered by the service provider.**
- 11.9 The service provider shall obtain prior permission of IIM Shillong, before carrying out any modifications of structures, installing counters and fixtures in the provided space.
- 11.10 Inspection of the building / allotted space / premises shall be conducted by a team of experts / officials appointed by IIM Shillong in every month. All damages / breakages etc. noticed by this team will be set right by Service provider within ten days of inspection failing which IIM Shillong will carry out repairs / renovation works and debit the cost to Service provider and in case of non-payment same shall be adjusted from the Security Deposit of the service provider.
- 11.11 The service provider shall pay the electricity and water charges as per actual consumption on meter based reading
- 11.12 Housekeeping of the allotted space will be done by the service provider at their own cost.
- 11.13 The operation of the Gent's Saloon timings shall be as per directions of IIM Shillong.
- 11.14 If the service provider does not vacate the allotted space / building after the expiry of the license period or after one month of notice period of termination of agreement, the service provider / service provider is liable to pay a daily penal rent of Rs. 1000/- in addition to the other charges as applicable.
- 11.15 The service provider shall hand over the allotted space / buildings back along with infrastructure in original condition to the IIM Shillong.
- 11.16 The service provider shall carry out only the specified approved activities around the Gent's Saloon / allotted space and shall not carry any unspecified activities in contravention with the

license conditions. If the service provider indulges in carrying out any unapproved activities the IIM Shillong is at liberty to cancel the license agreement by giving one week written notice to the service provider.

- 11.17 The Service provider shall maintain and develop the Gent's Saloon / allotted space without causing any damages to its surroundings and the environment during the period of license.
- 11.18 The Service provider shall maintain and develop the Gent's Saloon / allotted space as per the approved specifications of the IIM Shillong, and in the event if the Service provider committing any violation of the terms and conditions of the agreement, the IIM Shillong is at liberty to revoke this agreement by giving one month written notice the Service provider.
- 11.19 The IIM Shillong reserves the right to revoke the License after giving one month written notice to the Service provider and also the right to inspect and control the development and operational work undertaken by the Service provider at all times and the Service provider shall obey the orders and directions issued by the IIM Shillong.
- 11.20 The Service provider shall carry out the activities in allotted space / Gent's Saloon as per the law, regulations for the IIM Shillong and the Government for the time being in force and shall not carry out the activities in contravention of the same and in the event of any violation of the rules, regulations, bylaws of the IIM Shillong and law of the country, the first party is at liberty to revoke the License without assigning any reasons.
- 11.21 Complete hygiene and Cleanliness has to be maintained in the Gent's Saloon / allotted space. Any litter thrown anywhere in the area due to the activities of the Service provider has to be cleared / collected by the Service provider only.

12.0 Special Terms and Conditions:

- 12.1 IIM Shillong will offer space measuring approx. 32.18 Sqm for setting up a stall anywhere within the campus situated at IIM Shillong. The service provider should be able to shift to any other suitable place within the campus whenever required (for Maintenance or any other circumstances)
- 12.2 The Gent's Saloon service shall be provided from 11:00 am to 7:30 pm on all working days. Except without the written permission of the Director, the Gent's Saloon will remain closed on Sunday and declares holidays.
- 12.3 IIM Shillong will not bear the expenditure for the setting up of stall/infrastructure.
- 12.4 Licenses needed, to run the **Saloon** are 1. GST Registration 2. Police verifications for all staff employed (2 must obtain within a month of receipt of award of contract).
- 12.5 The service provider shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the **Saloon** operations.
- 12.6 No non-recyclable plastic or plastic container are allowed to use in the campus as campus is considered non-plastic zone, failing which penalty will be imposed Rs 1000/- fine for each event.
- 12.7 The service provider should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the service provider.
- 12.8 The service provider shall not keep the **Saloon** closed on working days without prior permission from the IIM Shillong authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by IIM Shillong, as it may deem fit.

- 12.9 On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed by him with IIM Shillong administration along with copies of documents to prove their identity.
- 12.10 The Service provider will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.
- 12.11 The service provider shall submit to IIM Shillong a list of all workers engaged by him, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The tenderer shall not at any time engage any minor to carry out the work under the contract.
- 12.12 The service provider shall maintain attendance and wages registers for all workers engaged under the contract at IIM Shillong and shall also take out Workmen's' Compensation Insurance Policy. The payment of wages to workers must be made as per rules in vogue. Proof of wages shall be submitted to IIM Shillong administration on a monthly basis.
- 12.13 The service provider shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the service provider in respect of non-compliance of any labour legislation in force during the validity of the contract, the service provider would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
- 12.14 The service provider shall have to make own arrangements for the accommodation of his staff outside the premise of IIM Shillong. The **Saloon** staff shall leave the campus latest by 8.00 PM and shall be granted permission to enter the campus not earlier than 09.00 hours. However, special timings will be permitted with prior approval of the Competent Authority of IIM Shillong.
- 12.15 The service provider shall ensure that his staff shall have proper shave and clipped nails while in service in the **Saloon**.
- 12.16 The staff engaged by the service provider shall: (a) Show professional courteous behavior at all times. (b) Wear neat and clean work clothes, etc. (c) will not smoke bidis, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
- 12.17 The service provider shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- 12.18 IIM Shillong reserves the right to call upon the service provider to remove any person employed/working in the **Saloon**, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The service provider will have to issue identity cards to its employees employed in the **Saloon**. IIM Shillong reserves the right to disallow the person not having the identity card.
- 12.19 The service provider's crew shall not be allowed to use any service area situated outside the **Saloon**.
- 12.20 All the workers engaged by the service provider for carrying out tasks under this contract shall be deemed to be the employee of the service provider only. The service provider shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The service provider shall also provide its workers uniform, photo-identity cards which shall be checked by the IIM Shillong, as and when necessary.
- 12.21 IIM Shillong shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act or in any other

labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the service provider.

- 12.22 Service provider shall not sell any cigarette, beedy, pan, alcohol etc. in the **Saloon** and in the IIM Shillong premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the service provider shall be liable to lose the contract for breach of this condition.
- 12.23 The service provider and his staff shall abide by various rules and regulations of IIM Shillong as prevalent from time to time.
- 12.24 The service provider and his staff shall comply with all instructions and directions of the IIM Shillong authorities given from time to time. In the event of any emergent situation, the staff of the service provider shall comply with instructions given by the IIM Shillong authorities, without waiting for confirmation by the service provider.
- 12.25 Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- 12.26 The service provider shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- 12.27 IIM Shillong would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of IIM Shillong rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the service provider or his staff. The decision of IIM Shillong's management in this regard would be final and binding on the service provider. In such an event, IIM Shillong shall have the right to engage any other service provider to carry out the task at the risk and cost of the existing service provider besides appropriating the security deposit and or any amounts due to the service provider. For violation of any terms and conditions of the tender, security deposit will be forfeited. If the service provider fails to provide the **Saloon** service as per the tender condition, IIM Shillong will make alternate arrangement for the students from any other source. If IIM Shillong requires make the payment at the higher rate the difference amount will be recovered from the service provider either from the pending bills or from the security deposit.
- 12.28 IIM Shillong reserves the right to terminate the contract without giving any notice in case the service provider commits breach of any of the terms of the contract. IIM Shillong's decision in such situation shall be final and shall be accepted by the service provider without any objection or resistance. The contract can be terminated by either party, after giving three months' notice.
- 12.29 The contract will be extendable by mutual agreement till alternate arrangements are made.
- 12.30 If the contract is terminated by the service provider without giving stipulated period of notice or fails to observe the terms and conditions of the tender, letter of award for the contract and the agreement signed by the service provider with the institute, the security deposit will be forfeited without prejudice to the IIM Shillong management's right to proceed against the service provider for any additional damage that the institute suffers as a result of the breach of the aforesaid terms and conditions.
- 12.31 The period of contract is for one year from the date of award of contract for **Saloon** premises. However the contract could be renewed further for two terms of one year each solely at the discretion of IIM Shillong authority on mutually agreed terms and conditions.
- 12.32 If contract renewed for further period 5% hike in facility charges need to borne by the contract

on each such occasion.

- 12.33 The service provider should not transfer the contract of the **Saloon** services or sublet the same to anybody which may be treated as a breach of contract and the contract shall be liable to terminator without any prior notice with consequent penalty including forfeiture of security deposit. All expenses whatsoever for re-tendering the services will be recovered from the service provider.
- 12.34 Firm profile (background) including contact details (address, Telephone, Email ID, detail of branches if any) in prescribed format (Annexure-V) and other relevant document.
(a) Annexure - III
- 12.35 The Tender (NIT) complete in all respects with stipulated documents, should be submitted and addressed to CAO, IIM Shillong, in a sealed cover by super scribing the envelope with 'Notice Inviting Tender (NIT) for allotment of **Saloon** premises at IIM Shillong
- 12.36 All papers of the Tender should be signed and stamped by the authorized signatory of the service provider / service provider.
- 12.37 Tender should reach the above address on or before ~~04:30~~ PM of Dated: 11.10.2021. The Tender Documents received after the last date and time shall not be entertained. IIM Shillong shall not be responsible for postal delay / loss.
- 12.38 The Tender does not constitute a solicitation. IIM Shillong reserves the right to change or cancel the requirements at any time during the process of Tendering.
- 12.39 IIM Shillong reserves the right to accept or reject any Tender without assigning any reason and any liability or any obligation to inform the effected firms ground for action is not binding of IIM Shillong.

Authorized Signatory

Date:

Place:

Sign of Service provider Name:

Designation:

DECLARATION:

- ✓ I/we here by certify that the information furnished in this tender document is complete and correct to the best of my knowledge.
- ✓ I/ we understand that furnishing of false information could result in disqualifying for the award of the license.
- ✓ I/ We also authorize the IIM Shillong or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- ✓ I/We do here by offer to perform and execute the license in conformity with terms and conditions of the contract.
- ✓ I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the IIM Shillong and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

Signature of the Bidder:

Name of the Bidder:

Seal of the Bidder:

Place:

Date:

SELF-DECLARATION

This is to declare that I, Shri/Smti _____ do not have any close relatives/ relatives employed / working with IIM Shillong.

Dated:

Tenderer

PROFORMA FOR SELF-DECLARATION

I,

S/o.Shri.....

R/o..... Police Station.....

District..... Director/Service provider/Partner/Sole Proprietor (Strike out the Work which is not applicable) of (firm/Service provider/Company).....

do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt./ Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved/convicted in any criminal case/economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law/Registered with police.
- (iv) No individual who is dismissed / terminated from IIM Shillong or any Govt. body is employed in my Gent's Saloon / firm company.

Dated:

Deponent

(ON THE LETTER HEAD)
PERFORMA FOR APPLICATION

Personal Information:

1.	Name of Tenderer	
2.	Complete Address of the Tenderer	
3.	Date of Registration of Firm	
4.	PAN Number	
5.	Month and year of Establishment	
6.	Authorized Distributor / Franchise / Supplier of (Specify brand and attach certificate) if applicable	
7.	Email id and mobile number	
8.	Other information	

Details of Work Experience: -

S.No.	Name of Organizations	Period	
		From	To

I/We hereby submit the proposal for running a Gent's Saloon at Indian Institute of Management Shillong I/We undertake to agree to all terms and conditions of the document. It is certified that our firm fulfils the eligibility criteria mentioned by the Institute in Tender document. Supporting documents of all the above information are also attached

Date:

Signature of the Tenderer with stamp / seal

Documents to be attached:

1. PAN
2. GST Certificate.
3. Valid Trading License issued by KHADC for Non Tribal.
4. Experience details, along with supporting contract copies
5. Document w.r.t. to qualification criteria and any other document as required under other provisions of this Tender document and not mentioned herein above.

FORMAT FOR SUBMISSION OF QUOTATION

Quotation Number:

Dated:

S. No	Component	Rent Amount (INR) per month
1	Rent to be paid to IIM Shillong for allotment a Gent's Saloon at IIM Shillong	
	In words	

**Minimum License Fee will be Rs 1039/- only*

Signature of the Vendor with stamp/seal and Date

Note:

Price Bid should be put in separate sealed cover with Name of Vendor