



**EXPRESSION OF INTEREST (EOI) FOR OPERATION OF CAFETERIA & CATERING SERVICES AT IIM SHILLONG UMSAWLI CAMPUS.**

EOI No. IIM/Admn/EOI/2022

Dated: 31<sup>st</sup> August 2022

**EXPRESSION OF INTEREST**

Sealed Expression of Interest (Eol) is hereby invited from the interested bidders for “**Operation of Cafeteria & Catering Services**” at **IIM Shillong, Umsawli, Shillong – 793018, Meghalaya**. Bidders can also download this document from Institute’s Website ([www.iimshillong.ac.in](http://www.iimshillong.ac.in)) and submit their EOI in the given format duly filled, signed with company seal with required enclosures and documents.

The Eol is to be submitted in a sealed envelope super scribed “**Eol for Operation of Cafeteria & Catering Services at IIM Shillong**” addressed to the Director, IIM Shillong or may be placed in the tender box provided at the Reception of the Institute at IIM Shillong Umsawli Campus.

**LAST DATE FOR SUBMISSION OF EOI 15<sup>th</sup> September 2022 upto 02:30 PM**

The bidders are expected to examine all instructions, form, terms & conditions and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per requirement of the EOI document. The bid should be unconditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding document in every respect will be at the bidder’s risk and may result in rejection of the EOI.

**The firms are advised to visit the site of the Institute at IIM Shillong, Umsawli Campus, to acquaint themselves regarding the nature and extent of work and space provided for running of Cafeteria Services in an effective and efficient manner before submitting EOI, on any working days between 09:30 a.m. to 05:00 p.m. after taking prior permission of the Chief Administrative Officer or his authorised representative.**

*[Note: All subsequent corrigendum / amendment, if any, shall be published only on [www.iimshillong.ac.in](http://www.iimshillong.ac.in)]*

Sd/-

मुख्य प्रशासनिक अधिकारी  
Chief Administrative Officer  
भाप्रबंसं शिलाँग/IIM Shillong



**EXPRESSION OF INTEREST (EOI) DOCUMENT**

FOR

“Operation of Cafeteria & Catering Services at IIM Shillong”

**IMPORTANT DATES**

<b>Date of issue/uploading of EOI document</b>	<b>01 September 2022 at 11:30 AM</b>
<b>Start Date &amp; Time for Submission of EOI</b>	<b>01 September 2022 from 3:00 PM</b>
<b>Date and Time of Pre-bid meeting</b>	<b>7th September 2022 at 11:00 AM</b>
<b>Venue of Pre-bid meeting</b>	<b>Meeting room, Indian Institute of Management Shillong, Umsawli, Shillong – 793018, Meghalaya</b>
<b>Closing Date and Time for submission of EOI document</b>	<b>15<sup>th</sup> September 2022, 2:30 PM</b>
<b>EMD Amount</b>	<b>Rs. 5,000/- To be deposited in the form of DD in favour of ‘Indian Institute of Management Shillong’ payable at Shillong.</b>
<b>Place, Date &amp; time of Opening of Bids</b>	<b>16<sup>th</sup> September 2022, 2:30 PM Indian Institute of Management Shillong, Umsawli, Shillong – 793018, Meghalaya</b>



EOI No. IIM/Admn/EOI/2022

Dated: 31<sup>st</sup> August 2022

**EXPRESSION OF INTEREST (EOI)**

Indian Institute of Management Shillong invites Expression of Interest (EOI) from experienced, interested and eligible firms/ individual /proprietor /agencies for “**Operation of Cafeteria & Catering Services at IIM Shillong**” in the Institute Campus at Umsawli, Shillong – 793018, Meghalaya.

**DETAILS ARE AS FOLLOWS:**

Minimum Rent	: Rs. 12000/- (excluding GST)
GST	: GST as per rate applicable is payable on the rent to be borne by the occupant.
Water charges	: Water charges as per actual consumption should be paid in addition to the rent fee.
Electricity charges	: Electricity charges as per actual consumption should be paid in addition to the rent during the rent period and should be paid to the Institute as per meter reading.
Periodicity of payment:	: Rent Fee together with Allied charges (Electricity & Water Charges) shall be payable on advance basis before 15 <sup>th</sup> day of the month.
Eligibility Criteria	: The applicant Should have a minimum of 3 years of experience in Catering business or having an established Restaurant/Food outlet which has been operational for the past 3 years.  Preference will be given to parties already operating cafeteria/catering services in other educational Institutions or establishment of repute.  All necessary documents (copies) required like FSSAI License, Establishment Registration, GST Registration, Trading License from KHADC (for Non-Tribal) including EMD and cost of tender/EOI, etc., should be submitted along with the EOI document (Technical Bid).  The applicant must have at least one similar outlet which validates their ability to deliver the services.  The applicant should have ability to provide good quality food and catering services.  There should be no legal suit, criminal case pending or contemplated against the proprietor of the shop or the firm on grounds of moral turpitude or for violations of any of the laws in force.
Period of Contract	: Initially for 6 Months from the date of Award of Work. Based on satisfactory performance the contract may be extended for another 1 year & 6 months i.e. 2 years in total
Period of Extension	: After 2 years, the contract may be extended annually upto 3 years maximum. Every year of extension shall be considered only on satisfactory performance /service. On extension of contract, Rent 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 party agreeing to Institute's terms and conditions on revised rent.



**IMPORTANT INSTRUCTIONS FOR SUBMISSION OF EXPRESSION OF INTEREST I.E technical and Financial criteria**

The following pre-qualification documents are to be submitted along with the EOI. Please note that EOI Documents received without any of the following documents, may render the EOI Document invalid and the price bid shall not be opened: -

- a) The applicant must be resident of India and any of the following 2 (two) documents mentioned shall be submitted as a proof of residence & identity namely: -
  - (i) Passport
  - (ii) Ration Card
  - (iii) Voter Identity Card
  - (iv) Aadhaar Card
- b) Self-attested photocopy of Ownership Document of the existing Firm/Establishment/Restaurant.
- c) **Documents in support of 3 years of catering Experience or Certified copy of Establishment Registration/Document/Proof that the applicant has a minimum of one similar outlet/restaurant/business with total 3 years' experience.**
- d) Certified Documentary Proof/Experience Certificate/Work Order that the applicant is operating cafeteria/catering services in other educational Institutions or establishment of repute. (if any)
- e) One self-attested Passport size photograph(s) of the individual/group of individuals as the case may be should be pasted on the EOI document.
- f) A Self-declaration to the effect that the firm/individual is not blacklisted by any Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law / Registered with Police **(ANNEXURE –I)**.
- g) Certified copy of FSSAI License.
- h) Certified copy of GST Registration.
- i) Certified copy of Bank Account Details of the firm/individual.
- j) **The prospective bidders are to submit the Technical Criteria and Financial Criteria in 2 (two) Separate Sealed envelopes Superscribing each of them separately as “Technical Criteria” and “Financial Criteria”. Both the sealed envelopes are to be put in a Single Envelope Super scribing the envelope as: “EOI for operation of Cafeteria and Catering Services at IIM Shillong”**

**Important Note:** Successful applicants need to produce valid KHADC Trading License within 1 (one) month of award of work.



**A. EXPRESSION OF INTEREST (EOI) INFORMATION**

1. **EOIs for selection of Agency/Vendor for 'OPERATION OF CAFETERIA & CATERING SERVICES AT IIM SHILLONG UMSAWLI CAMPUS' are invited by the Director, IIM Shillong as per the Terms and Conditions of the EOI document.**
2. Bidders /Vendors/Agency can download the document pertaining to EOI from Institute website at <https://www.iimshillong.ac.in> Bidders /Vendors/Agency are required to submit the EOI along with all relevant documents in the Tender box provided at the Reception of the Institute at IIM Shillong Umsawli Campus.
3. For further details regarding Amendment /Addendum / Corrigendum please visit website: <https://www.iimshillong.ac.in>
6. In the event, the date of opening of the Bids being declared as a closed holiday for the Institute, the due date for opening of EOI shall be the following working day at the appointed time.
7. The Bids will be opened by a committee duly constituted for the purpose at the time and date as specified in the EOI document. All statements, documents, certificates, etc. submitted by the bidders will be verified for technical evaluation and the result of technical evaluation will be displayed in the Institute website <https://www.iimshillong.ac.in> which can be seen by all the bidders who participated in the EOI.
8. At any time prior to the date of submission of EOI, Director, IIM Shillong may, for any reason, modify the bidding/EOI documents by an amendment. All prospective bidders/Vendors/Agencies who have received the EOI document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Director, IIM Shillong may at his discretion, extend the date and time for submission of EOI.
10. Agencies are required to sign on all pages of the EOI document and submit the same along with the bid.
11. The EOI shall be valid for a period of 180 days from the date of opening of Technical portion.
12. **It will be the prerogative of the Institute to assign the work to a single agency or may at its discretion award the work to more than 1 (One) Agency depending upon the requirement of the Institute.**
13. **The Institute shall have the right to reject any EOI without assigning any reason thereof. No correspondence will be entertained in this regard.**
14. **Please note that, this EOI does not bind the Institute for award of Work Order.**
15. Payment of the approved Agency for providing Supplies/Services at IIM SHILLONG shall be made online through Public Financial Management System (PFMS).
16. IIM Shillong reserves all rights to make any changes in terms and conditions of the EOI and also to reject any or all EOI received without assigning any reason thereof.
17. Settlement of disputes – Director, IIM Shillong or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
18. Only Courts of the State of Meghalaya Shall have the jurisdiction in case of Disputes.
19. Institute reserves the right to terminate the contract by giving 1 (one) month notice without assigning any reasons thereof. If the agency desires to terminate the contract they need to serve a 3 (three) months' notice period.
20. For any queries please contact Store & Purchase Officer on +91 364 2308012 or by email [spo@iimshillong.ac.in](mailto:spo@iimshillong.ac.in) on any working day from 09:30 AM till 5:00 PM.



### **MINIMUM ELIGIBILITY CRITERIA**

The following is the minimum eligibility criteria for bidders/agencies:

- (a) **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956/2013 or a Registered Organization/Firm or Self-Help Group or Proprietorship concern. **Proof in support of the legal validity of the Bidder shall be submitted.**
- (b) **Registration:** The Bidder should have PAN Numbers, valid GST registration Number, The **bidders who do not have KHADC License, may give undertaking to provide the same within 1 (one) month of issuance of LOI if LOI is issued to them. (In the event KHADC is not provided within the due time, LOI shall be cancelled/withdrawn and a penalty of Rs. 5,000/- (Five Thousand only) shall be imposed on the contractor and the same may be recovered/adjusted from EMD/PBG, in this event work may be given to the agency who scored 2<sup>nd</sup> Highest marks.**
- (c) **Experience:** Interested bidders **should have** a minimum of 3 years of experience in Catering/Restaurant/Food business or having an established Restaurant/Food outlet which has been operational for the past 3 years. Preference will be given to parties already operating cafeteria/catering services in other educational Institutions or establishment of repute.
- (d) The bidder should have proven integrity and moral conduct. The bidder should not have been blacklisted or debarred by any organization in India or abroad for any reason. **(The bidder has to submit an undertaking for the same at the time of submitting of EOI).**
- (e) **FSSAI License:** Interested bidder should have FSSAI license issued by the concern Department. The license should be valid on the date of submission of EOI.
- (f) One self-attested Passport size photograph of key functionaries should be pasted on the EOI.
- (h) A self-declaration to the effect that no criminal case or any economic offence is pending under any Court of Law / Registered with Police **(ANNEXURE –I).**



**INDICATIVE SCOPE OF WORK FOR 'OPERATION OF CAFETERIA & CATERING SERVICES AT IIM SHILLONG UMSAWLI CAMPUS'**

Based on the following Indicative Scope of Work for 'Operation of Cafeteria & Catering Services at IIM Shillong Umsawli Campus', bidders/agencies/vendors will be required to give an informal presentation before a Committee:

**Preliminary Work**

1. To prepare and provide Tea, Snacks, Lunch, Dinner and other Food products etc. in the Cafeteria from **8.30am to 10.30pm on all days** including Sundays and Holidays.
2. To provide good quality food, food products and services to all customers / consumers in prompt and efficient manner.
3. To undertake catering & supply of Tea/Snacks, Lunch, Dinner etc. **on order** basis for various programmes/events of the Institute as and when required.
4. To ensure cleanliness of the Cafeteria and its premises.

**Mandatory Requirements:**

1. The contractor /agency shall place specialized and trained staff for cooking as well as supervision and for service, catering, helping job etc. The cooks should be proficient in cooking different special dishes like **North Indian, South Indian etc.**
2. To ensure **Self-service in the cafeteria** for all Customers, except when catering for meetings/ conference etc.
3. To ensure that Cook(s), Waiters and Helpers are decently dressed in proper uniform and trained to be courteous and to provide quality service.
4. To provide a **Cafeteria/Catering Manager** to ensure prompt and efficient service.
5. To fix and display the **Rate per item** of Food & Snacks, Lunch/Dinner, Combo meals etc. **in consultation with the Institute** so as to avoid overpricing and escalation.
6. To provide own cooking utensils, cutlery, crockery, commercial gas cylinder, stove, refrigerator etc. as may be considered necessary for running and maintaining the Cafeteria.
7. To ensure that single use plastic items are not provided in the Cafeteria.
8. To maintain the Cafeteria premises, clean at its own cost.
9. To ensure proper maintenance of the Cafeteria and all infrastructure, furniture, fixtures etc.

**General Terms and Conditions:**

**1. Security Deposit:**

Successful tenderer should deposit a sum equivalent to **06 months of License fee as quoted in your EOJ 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 shop. Refund will be subject to full settlement of dues payable to IIM Shillong and adjustment against damages, if any, or any other amount payable.



**2. Licence Fee:**

License Fee shall be quoted by the Tenderer. The GST 18% for License Fee will be extra chargeable to allotted shop.

**3. PAYMENT OF LICENCE FEE:**

The successful bidder shall pay the license fee every month in advance on or **before 15<sup>th</sup> of every month** after allotment. If the licensee fails to deposit the license fee in advance, the penalty clause is as under.

**4. PENALTY FOR LATE PAYMENT OF LICENCE FEE:**

<b>Duration</b>	<b>Penalty</b>
Within 1st Fifteen days from last due date	5% of Licence Fee
16 Days to 30 Days from the last due Date	10% of Licence Fee
31 Days to 60 Days from the last due Date	20% of Licence Fee
Above 60 Days from the last due Date	Contract may be terminated at the discretion of Institute or 40% of License Fee.



**EVALUATION OF BIDS:**

Since quality of service is the essence of inviting this Expression of Interest, IIM Shillong will adopt Quality cum Cost Basis (QCBC) criteria for Selection.

The Technical/Quality criteria will carry 60 marks and the Financial criteria shall carry 40 marks.

Financial Bid will be opened only for those applicants who obtain minimum of 36 marks in the Technical criteria.

**(A) EVALUATION OF TECHNICAL CRITERIA:**

Sl. No	Criteria	Max. Marks	Marks Obtained	Remarks
1	Years of Experience in <b>Catering Business:</b> a) Upto 3 years: 10 marks b) 3 years and above and upto 5 years: 15 marks c) Above 5 years: 20 marks <b>(Proof are to be uploaded)</b>	20		
2	Experience in <b>operation of own Restaurant / Food Outlet (having minimum sitting capacity of 50 PAX for more than 3 years):</b> a) Upto 50 Pax capacity: 5 marks b) Above 50 Pax upto 75 Pax capacity: 15 marks c) Above 75 Pax: 20 marks <b>(Proof are to be uploaded)</b>	20		
3	Experience in <b>Operation of Cafeteria in Educational Institutions/Establishment of repute:</b> a) upto 3 years: 10 marks b) Above 3 years: 15 marks <b>(Proof are to be uploaded)</b>	15		
4	Presently having local office at Shillong.	5		
	<b>Total</b>	<b>60</b>		

**(B) EVALUATION OF FINANCIAL BID:**

The highest bidder of Rent will be given full 40 marks and other bidders will be awarded marks proportionately.

**FINAL SCORE:**

The derivation of the final score shall be the **combined score of Technical & Financial criteria** (i.e. A & B above)

**The Bidder with the highest combined score may be awarded the work.**



**TECHNICAL BID:**

**DOCUMENTS TO BE SUBMITTED:**

SI. No	Particulars	Information
1	Name of the Company/ Firm/Agency	
2	Address of the Company/ Firm/Agency	
	(a) Postal (along with local office)	
	(b) Telephone/ Fax No(s)	
	(c) E-mail	
	(d) Website address, if any	
3	Type of the organization (Company/Firm /Sole Proprietor/Pvt. Limited)	
4	Name, designation and telephone/ mobile number of authorized person to be contacted.	
5	(a) Year of establishment of the Company/ Firm having relevant nature	
	b) Experience in providing Catering services or Operation of own Restaurant / Food Outlet: (operational for more than 3 years) ( <b>supporting documents required</b> )	
	c) Years of Experience in operation of Cafeteria in other Educational Institutes/ establishments: ( <b>supporting documents required</b> )	
6	(a) PAN / TIN No.	
	(b) GST Regd. No.	
	(c) KHADC certificate	
	(d) FSSAI Certificate	
	(e) EPF Regd. No	
	(f) ESIC Regd. No	
	<i>Note: - Attested copy in respect of (a) to (e) to be attached</i>	
7	Has the Company/ Firm ever been blacklisted? Yes /No (If no undertaking in this regard to be attached)	
8	EMD Details	

Authorized Signatory  
Full Name and Designation with Company/ Firm's seal



**FORM TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE**

**FINANCIAL BID:**

Sl. No	Particulars	Information
1	Name of the Company/ Firm/Agency	
2	Address of the Company/ Firm/Agency	
	(a) Postal	
	(b) Telephone/ Fax No(s)	
	(c) E-mail	
	(d) Website address, if any	
	<b>Amount quoted for Monthly Rent for 690 SQ.M approximate</b>	<b>Rs. _____ only per month</b> <b>In words (Rupees .....)</b> <b>.....)</b> <b>only per month.</b> <b>GST will be added extra as per applicable rates.</b>

Authorized Signatory  
Full Name and Designation with Company/ Firm's seal

**Note:**

Bidders are cautioned that the tabular statement given above is the application format for Technical bid. Hence, there should NOT be any indication either in this tabular statement or in the enclosures to this tabular statement regarding Price or any other commercial consideration under this EOI. The Rent per month is excluding of GST (applicable as per Gol.), Water charges & Electricity charges.



ANNEXURE – I

**PROFORMA FOR SELF-DECLARATION**

I, .....

S/o. Shri/Smt .....

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

District ..... State .....

Director/Contractor/Partner/Sole Proprietor (Strike out the word which is not applicable) of  
(firm/Contractor/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 shop / firm company.

Dated: .....

Deponent .....



**ANNEXURE – II**

**UNDERTAKING**

**(To be provided by Tenderer on a Rs. 100/- Non-Judicial Stamp Paper)**

I / We ..... [Sole Proprietor / Director / Partner(s)], the

authorized signatory(ies) of my / our firm M/s.....

having its registered office / principal office at .....

do here by solemnly affirm and declare as under :

1. I / We undertake to abide by all the rules and regulations of the State / Central Government / Local Administration under the Minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time. I / We undertake to indemnify IIM Shillong against any loss or damage which may suffer as a consequence of our not complying with the laws referred to above. Also, I/We undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I / We further undertake to indemnify IIM Shillong against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this contract.
2. I/We also undertake to execute the agreement as presented by the Institute (IIM Shillong) and abide by the terms and conditions of the agreement which have been perused and understood by me / us. I / We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire term of contract.
3. I / We undertake to abide by the Municipal Bye Laws including the Food and Adulteration Act, FSSAI guidelines relevant rules and regulations, code of conduct for my / our employees that may be laid down from time to time.
4. I / We agree and undertake to provide well experienced workmen keeping good health and not suffering from any communicable / contagious disease.
5. I / We undertake to pay electricity charges and water charges on actual basis towards the actual consumption on receipt of bills from Institute at the same rate at which the payment of electricity charges is made by the Institute on monthly basis.
6. I/We undertake to pay the approved rent of the premises in advance by 15<sup>th</sup> of every month for the usage of as mentioned in the Agreement for IIM Shillong.
7. I / We undertake to always keep the Institute premises clean and in good sanitary condition at my / our cost to the satisfaction of the Institute.
8. I / We agree that no rate escalation in the prices of items shall be made by me / us without approval of the Competent Authority of IIM Shillong.
9. I/We agree that I/We shall not exhibit any printed or written notices or advertisement of any kind whatsoever without the prior approval of the Institute.



10. I / We undertake that I / We shall not sublet or use the premises other than the purpose of the agreement and shall not make or permit to make structural additions and alterations to the same without the prior sanctions of the Institute.
11. In case of any losses, damages or theft of the Institute property within or outside the Institute premises, I / We undertake to make good or replace with the items of the same quality at my / our cost.
12. I / We undertake that the Institute premises shall not be used for residential purpose by us or any of our employees during the entire term of the contract and no Institute belongings shall be misused by our staff / employees.
13. I / We shall employ adequate number of staff in order to maintain efficiency and desired standards by the Institute.
14. I / We undertake that in the event of failure to supply the approved items, by my / our firm, the same shall be arranged by the Institute at my / our firm's risk & cost.
15. On the expiry or termination or on failure of the contract, I / We undertake that all our employees direct or indirect shall vacate the Institute premises and clear all the dues, if any, outstanding.
16. The Institute shall be represented by a Shop Committee / Authorized Officer duly authorized by the Director, IIM Shillong for supervision / control of all activities related to Shop matters and the licensee shall be bound to abide by the Instructions/Orders/Decisions and directions of such Committee/Authorized Officers.

(a) Tenderer's Signature : \_\_\_\_\_

b) Tenderer's Name : \_\_\_\_\_

(c) Designation : \_\_\_\_\_

(d) Seal of the Tenderer : \_\_\_\_\_



### OTHER CONDITIONS AND CLAUSES

1. In **case of tie**, IIM Shillong will have the prerogative to decide to whom the shops will be allotted. The decision of the Competent Authority of the Institute for the allotment of Shops will be final and binding on the tenderer.
2. Tenderer in his own interest, should inspect the proposed premises / place before submitting EOI.
3. Preference will be given to bidders who does not have a current license for running similar shops with IIM Shillong.  
The successful tenderer shall have necessary license as required by Govt. authorities/statutory authorities for running the proposed shop. The tenderer shall submit the Annexures provided in this EOI.
4. The bids will be opened on **16th Sep 22 at 2:30 PM**, in the presence of those tenderers who wish to be present. For any failure in intimation due to incomplete/incorrect address/phone no./e-mail id etc. **or otherwise**, Institute shall not be responsible. It shall be the primary duty of the tenderer to enquire and attend the proceedings.
5. Successful Tenderer shall complete all formalities within 15 days' time including remittance of security deposit and execution of License Deed prescribed by Institute and shall start his business within 15 days from the date of allotment of Shop. On failure to commence business within the said 15 days, the EOI shall stand cancelled and the loss suffered by Institute in this regard shall be appropriated from the Earnest money/Security deposit deposited by the Tenderer.
6. The shop premises allotted shall be utilized for running the specified business/trade only and shall not be used for any other purpose/business without the written consent of the Institute. The License granted shall not be Sub-licensed either fully or in part to any third parties.
7. Shops shall run effectively and shall not be closed without intimating the Institute. Shops shall not be kept open beyond the specified timings.
8. If the shop remains closed for more than 7 days without prior permission from the Institute, it will be presumed to have been closed down and shall be considered as violation of agreement. In such cases, **notice period of one month shall not be applicable** and as such the fresh proposals will be invited for the shop and the loss will be recovered from the first Licensee until taken over by the succeeding Licensee.
9. The Price of goods proposed to be sold or the fee for the services to be rendered shall be as per MRP with discount as applicable. **The price list should be displayed (size 3ft x 2ft)** in front of the Shop Premises. The rates once decided should be strictly adhered to and cannot be changed under any circumstances without prior approval of the Institute and approval should be displayed.
10. Compliance with the various statutory requirements, norms and rules and regulations prescribed will be the responsibility of the licensees including the financial implications thereof. The successful Tenderer, before the commencement of business, shall timely obtain all licensees such as Trade License/appropriate License and all ancillary licenses /permissions/ clearances that may be required to be obtained by the Licensee from any authority/authorities at their own cost for the operation of the outlet. The successful tenderer shall solely be responsible to ensure and keep such Licenses valid throughout the license period.
11. The successful tenderer or his employees shall maintain harmony in the hostel/Institute/Shopping complex zone and shall not indulge in any illegal activities in the Institute / Hostel premises. In case of any such event /activities detrimental to Institute's interest/decency/morality etc., the Institute shall have the right to terminate the agreement immediately.
12. All taxes and Government levies as applicable from time to time like. if any will be payable over and above the amount of license fee.
13. **License Deed in Non-Judicial Stamp Paper of Rs.100/- will be signed between the Institute and the licensee, within 15 days from the issue of allotment letter along with other documents/payments, failing which penalty as mentioned will be imposed.**



14. The licensee shall not employ any child labour (s) in Contravention of the LABOUR EMPLOYMENT ACT, 1970. THE LICENSEE WILL BE FULLY RESPONSIBLE FOR IMPLEMENTATION OF LAWS RELATING TO LABOUR, SHOPS & ESTABLISHMENT, MINIMUM WAGES, ESI, P.F. & WORKMEN COMPENSATION ETC. The licensee shall be responsible for the payment of wages and allowances to his staff as per Minimum Wages Act of Labour Laws, in force and all statutory dues to the persons employed by him (If applicable).
15. Licensee shall facilitate with a swipe payment machine and shall also provide the UPI based payment system. The Licensee shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent) apart from cash payment. If a common digital payment system is adopted in the Institute, such payment system has to be accepted.
16. Any EOIs /documents received after the said time is liable to be summarily rejected. This is only an invitation for receipt of EOIs and there is no commitment on the part of Institute for the allotment.
17. The Institute reserves the right to **ACCEPT/REJECT ANY or ALL of the EOI** without assigning any reasons thereof.
18. The shop is solely meant for use by the Staffs, Residents, Students, Visitors, and Workers under contractors of the Institute. However, all the workers of the Shop shall invariably carry their ID cards (provided by their employer), shall be produced to the security personnel and other Institute authorities, whenever asked for.
19. The Shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security deposit. In case, some other shop is constructed in the Institute campus or in case there comes in existence any authorized shop, the Licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
20. If any complaint is received on substandard quality, Competent Authority (Quality Control Committee) or any other officer authorized by the Institute may seize the whole stock or part thereof and order the destruction thereof. Complaint/Suggestion Register have to be kept and should be available to all customers. Upon degradation of quality of foods, the Institute reserves the right to fine/cancel the licensee based on real evidence/ proofs.
21. Employees should not use the premises as residence. Use of space beyond approved official timings should be only for special purposes like receiving of goods, disinfestations, inventory, etc.,
22. Proper receipt/bill of each transaction should be provided to the concerned user. Whenever the institute authority demands for the monthly sales details, the licensee should produce the detail.
23. The waste generated from shop must be segregated and disposed of at the waste collection bins by the licensee before closing of each business day and cleared at sufficient intervals during the day. The licensee shall not dump any empty packing, baskets or any material and in specific plastic articles on the roof or in the open space outside the premises not allotted to him/her and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs.1000/- can be imposed on the licensee by Institute
24. The licensee shall be responsible for the repair of shop if required, during the License period with prior permission from Institute.
25. Use of plastic bags inside the campus is strictly prohibited. Woven Cloth carry bags can be provided as an alternative.

#### **VACATION / TERMINATION NOTICE**

26. Not with standing anything contained in the conditions above, the Institute shall be at liberty to terminate this license by giving **30 days** clear notice, However, the licensee may terminate this license by giving **60 days** clear notice. The Institute reserves the right to allot the license to the 2<sup>nd</sup> or 3<sup>rd</sup> highest bidder, in case the initial licensee opts to terminate the license at any time during the period of initial allotment of the license.





27. The licensee shall not transfer or sublet the shop in whole or any part of the premises licensed out to him/her. In case the Licensee is found to sublet the shop he/she is liable to pay license fee up to two times the “standard license fee” of the shop and the License issued to his/her will be cancelled immediately. On cancellation of License period, the shop shall be vacated by the licensee immediately by seven days from the date of issue of notice in writing by the Institute. The Institute shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute
28. The Institute will be at liberty to terminate the license of the allotted premises and also forfeit security amount and license fee paid in advance by giving 10 days’ notice to the tenderer/allottee for any breach of the Terms & Conditions of the EOI Document/Agreement besides also on the following grounds: -
- Sale or storage of banned substances/alcoholic material/items, narcotics and psychotropic substances within the Campus.
  - Sale of substandard goods/overcharging of price more than MRP
  - Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
  - To indulge in blocking of any Institute building/properties or officer/official and demonstration or taking out procession within the Institute premises.
  - No child labor/Minor should be employed by the licensee in any case. The licensee shall not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/her to the Security Office as and when required. Such details should be displayed at the shop by the licensee.
  - The licensee shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of License Agreement, the License/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.

### **BUSINESS TIMINGS OF THE PREMISES**

29. The timings of the said premises for providing services shall be during 8.30 AM TO 10:30 PM on all 365 days throughout the year. However, non-working days maybe as per the notifications of the Labour Dept. of the Govt. of India or Meghalaya. The presence of licensee or his persons shall be ensured during the said working hours; otherwise it would be a violation of the terms and conditions calling for termination of license followed by eviction. Shop timings may be changed with prior permission from Institute.

### **ARBITRATION**

As far as possible, dispute shall be settled mutually. In the event of any unsettled disputes or difference relating to the interpretation and any other disputes arising after the issue of LOI/Allotment Order and during the execution of the shop, it has to be referred to the Director, IIM Shillong in written document. If the dispute has not resolved within 30 days, ~~they~~ shall be referred to a sole arbitrator to be appointed by the Director, IIM Shillong. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be at Shillong. Further, disputes if any, that may arise at any point of time, shall be subject to Shillong jurisdiction only.

### **VACATION OF THE PREMISES AFTER EXPIRY/ REVOCATION OF LICENSE**

1. The licensee shall deliver the key of vacant shop of the premises to the Estate Officer, IIM Shillong after the expiry or revocation of the license. In case, the licensee fails to hand over the key of vacant shop after expiry of license period, he will be liable to pay **double the license fee pertaining to the delay** after the license period has expired. In case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit. In such case licensee shall be governed by the P.P.Act, 1971.



2. The licensee shall permit access to the Official(s) nominated by the Institute, at all reasonable times for the purpose of inspecting the premises and the trade or business carried their in.
3. The Institute, reserves the right to modify, impose or relax any clause in the terms and conditions.
4. In case of breach of any of the terms and conditions of this license, the Institute may revoke this license and forfeit the security and the licensee shall there upon forfeit all the rights here under, and shall remain liable for any sum then due, from him/her and also for any damage or loss which maybe caused to the Institute by reason of such default or for making any alternative arrangement for running the said premises.

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