

8/24/2023

TENDER DOCUMENT

Commercial Establishment,

Ladies Beauty Parlour

Estate Office
INDIAN INSTITUTE OF TECHNOLOGY DELHI

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Notice Inviting Tender

INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110016

Dated: 24/08/2023

Tender Notice No. IITD/ESTATE/(SP-4315)/2023

The Executive Engineer CD – II, Indian Institute of Technology Delhi, Hauz Khas, New Delhi 110016 invites tenders/online bids (Technical bid and Commercial bid), on behalf of Chairman, BoG, IIT Delhi, from eligible and experienced reputed Ladies Beauty Parlors/Firms for allotment of Commercial Establishments (Ladies Beauty Parlour) in the Shopping Complex situated on the East Campus of IIT Delhi on contract basis for a period of maximum 3 years subject to satisfactory performance on yearly basis as per the terms and conditions specified in the tender document.

Earnest Money Deposit to be submitted	₹ 30,000/- (Rs. Thirty Thousand only)

Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app. Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website http://eprocure.gov.in/eprocure/app as per the schedule given in the next page.

No manual bids will be accepted. All bids (both Technical and Financial) should be submitted in the E- procurement portal.

SCHEDULE

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Service)	SERVICE (Ladies Beauty Parlour)
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
Source of Fund (Institute/Project)	Not required
Is Multi Currency Allowed	No (only INR)
Date of Issue/Publishing	24/08/2023 at 03:00 PM
Document Download/Sale Start Date	24/08/2023 at 03:00 PM
Document Download/Sale End Date	07/09/2023 at 03:00 PM
Date for Pre-Bid Meeting (Physical)	NA
Venue of Pre-Bid Meeting (Physical)	NA
Last Date and Time for Uploading of Bids	07/09/2023 at 03:00 PM
Date and Time of Opening of Technical Bids	08/09/2023 at 03:00 PM
Tender Fee	₹1000/- (For Tender Fee) ₹30,000/-
EMD	(To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on- line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)
No. of Covers (1/2/3/4)	02
Bid Validity days (60)	90 days (From last date of opening of tender)
Address for Communication	Office of the Executive Engineer (CD-II), Room No- MZ-140, Main Building, IIT Delhi, Hauz Khas, New Delhi-110016
Contact No.	011-26591761 / 1450
Fax No.	-
Email Address	estate@admin.iitd.ac.in / 26791@admin.iitd.ac.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1.0 This tender document has been published on the Central Public Procurement (CPP) Portal (<u>URL: http://eprocure.gov.in/eprocure/app</u>). The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

Detailed information regarding submitting of online bids on the CPP Portal can be seen at: http://eprocure.gov.in/eprocure/app

1.1 REGISTRATION

- 1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5. Only one valid DSC is to be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6. The bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

1.2 <u>SEARCHING FOR TENDER DOCUMENTS</u>

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- Once the bidders have selected the tenders they are interested in, they may
 download the required documents / tender schedules. These tenders can be
 moved to the respective 'My Tenders' folder. This would enable the CPP Portal to
 intimate the bidders through SMS / e-mail in case there is any corrigendum issued
 to the tender document.
- 3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

1.3 PREPARATION OF BIDS

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to summary rejection of the bid.
- 3. The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

1.4 SUBMISSION OF BIDS

- 1. The bidder should log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. The bidder will be solely responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- The bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever EMD / Tender

fees are sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).

4. A standard BoQ (Bill of Quantities) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases, Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- 5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

1.5 ASSISTANCE TO BIDDERS

- 1. Any query related to the tender document, or the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the person as authorized by him and indicated in the tender.
- 2. Any query related to the process of online bid submission or queries relating to CPP Portal in general may be made with the 24x7 CPP Portal Helpdesk.

1.6 GENERAL INSTRUCTIONS TO THE BIDDERS

- The tenders will be received online through portal http://eprocure.gov.in/eprocure/app.
 In the Technical Bids, the bidders are required to upload all the documents in .pdf
 format.
- 2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
- 3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e- Procurement at https://eprocure.gov.in/eprocure/app.

1.7 TERMS & CONDITIONS DETAILS

Due Date: The tender has to be submitted on-line before the due date. The offers
received after the due date and time will not be considered. No manual bids will be
considered.

2.	Preparation of Bids : The offer/bid should be submitted in two bid systems (i.e.)
	Eligibility cum Technical bid and financial bid. The technical bid should consist of
	all technical details along with commercial terms and conditions. Financial bid
	should indicate% above/below of the Basic Rates of Items listed in
	Annexure (Financial bid) in the given format i.e., BOQ.

OR

Financial Bids to be submitted in .xls format.

The Eligibility cum Technical bid and the financial bid should be uploaded online.

- 3. **EMD**: The tenderer should submit an EMD amount through RTGS/NEFT. *The Technical Bid without EMD would be considered UNRESPONSIVE* and will not be accepted.
- 4. Refund of EMD: The EMD will be returned to unsuccessful Tenderer in 30 days, without any interest, only after opening of the financial bids of technically qualified bidders. In the case of successful Tenderer, it will be retained till the successful completion of License / Contract period.
- 5. **Opening of the tender**: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as mentioned in Schedule in presence of bidder's

representative, if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if applicable) will be rejected straight way. The Eligibility cum Technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The bidder who qualifies the initial eligibility criteria will be considered for evaluation of technical bid. The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification including the presentations by the bidder as mentioned in the bid and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders, if interested, may participate on the tender opening Date and Time. The representative should produce an authorization letter from their company to participate in the tender opening.

- 6. **Acceptance/ Rejection of bids:** The Committee reserves the right to reject any or all offers without assigning any reason.
- 7. **Criteria for disqualification:** Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid, without reference to the bidder.
- 8. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction New Delhi, INDIA.

9. Notices:

- **a.** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by email and confirmed in writing to the other party's address.
- **b.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 10. **Taxes:** Vendors shall be entirely responsible for all taxes, duties, license fees, road e-way bills, etc. levied on their goods by the Govt. time to time.

IMPORTANT INFORMATION FOR THE BIDDERS

2.0 Online bidders should fulfil following criteria to be eligible to apply for the Commercial Establishment (Ladies Beauty Parlour).

2.1 SCOPE

1. Contract for which license will be given is as under:

Location of COMMERCIAL ESTABLISHMENT	Area Available (in Sq. Ft.)	License Fee Applicable per month/ sq. ft	Purpose
Shop No. 201, Shopping Complex East Campus IIT Delhi	252.10	₹20.80 (Twenty Rupee and Eighty Paisa only)with 5% increase compounded annually	Ladies Beauty Parlour

2.2 INITIAL ELIGIBILITY CRITERIA

- 1. The Tender form without remitting earnest money through RTGS/NEFT will not be considered.
- 2. The applicant should have a minimum of five consecutive years of experience in running similar COMMERCIAL ESTABLISHMENT. The firm applying for the tender must submit an audited balance sheet for the past five years along with Technical Bids. The firm should not have incurred losses in more than two years during the last five years.
- 3. The applicant should submit a document for registration of firm with Registrar of companies and local bodies whenever required.
- 4. The agency should produce a solvency certificate from a scheduled bank for an amount not less than **Rs. Ten Lakhs**.
- 5. Required PAN/TIN No. and GST No.
- 6. A complete set of Tender forms duly filled in with signature on all pages be uploaded. Any additional sheets, if required, shall be attached duly numbered and signed.

2.3 TECHNICAL EVALUATION CRITERIA

1. The criteria for technical evaluation of the bids are stated here under:

S. No.	Criteria	Marks maximum		
1	The bidder should have minimum consecutive 5 years of relevant experience in similar (beauty parlour) commercial establishment. (a) 2 marks for each 1 year of experience.	20 (maximum)		
	Average Annual Turnover for Last Five Years. (a) 1 mark for an average turnover of 1 lakh rupees annually.	20 (maximum)		
2	Note: 1 mark for average annual turnover of 1 lakh rupees, 2 marks for average annual turnover of 2 lakh rupees and so on.			
	Detail of experienced and trained staff employed by the agency. (a) Marks for trained staff 2 marks for each staff.	20 (maximum)		
3	(b) Marks for untrained staff 1 mark for each staff.			
3	Note: Trained staff means a person having beautician / make-over / hair dressing certificate from a reputed training institute.			
	Proposed manpower to be deployed by the agency for IIT Delhi outlet.	20 (maximum)		
4	(a) Marks for trained staff 4 marks for each staff.			
	(b) Marks for untrained staff 1 mark for each staff.			
5	Presentation by a bidder before a duly constituted committee of the institute. (a) Presentation should also constitute the detail of material along with their brands, machines / equipment's and duration of the procedure/service for each item of BOQ for IIT Delhi outlet.	20 (maximum)		
	Total Marks = 100			

The minimum qualifying marks in each attribute shall be 50%.

The minimum qualifying marks overall for opening of financial bid is 60%.

2.4 FINANCIAL EVALUATION CRITERIA.

1. The financial criteria having 100 % weightage will be evaluated on the Baseline Cost mentioned as percentage above/below to the IIT Reference Price. (It is to be noted that the final selling price in the menu at the start of operations will be submitted by the L1 bidder to the Estate Office for its approval. The Estate Office will round-off the prices of every item to the nearest integer without disturbing the overall percentage above/below of the L1 Bid taking unit quantity in calculation of each item.)

2.5 GENERAL TERMS & CONDITIONS

- 1. License for the commercial establishment shall be given for maximum 3 (THREE) years and shall be renewed on yearly basis for every calendar year. Such renewal of licenses shall be made after due deliberations in the CELC for the performance of any outlet during the current license period.
- 2. The Licensee shall obtain Government / Municipal licenses required for running the Licensee's business and shall abide by all the terms & conditions of those licenses.
- 3. The Licensee once allotted a Shop / Commercial Establishment / Premises in the campus will not be considered eligible to participate in allotment of another Commercial Establishment in the campus during the entire period of its allotment in the campus either in the same name or by changing / altering the name or constitution of the establishment / proprietor / Licensee/ firm, company etc. For proprietors, only one person in blood relation or a close relative will be considered as eligible for allotment of license in the campus.
- 4. In case of Govt. or Limited company, the authorized officer / Manager will run the business / office with due intimation to the Licensor.
- 5. The Licensor shall retain the original License Deed and Licensee shall keep the duplicate copy of the License Deed.
- 6. The Licensee shall bear and pay the cost, charges and expenses or any incidentals, for the preparation and execution of this deed, in duplicate.
- 7. The Licensee during the license period, permanently or temporarily, shall not share / franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission of the licensor, nor shall he be entitled to allow any person to occupy the licensed premises or to use any part thereof without the permission in writing from the licensor.
- 8. An empowered committee of officers in CELC and CEMC, appointed by the Licensor shall exercise a supervisory control over the shops both with regard to the fixation of prices of items as well as observance of other rules, quality control

- and the cleanliness of the premises respectively. The decision of respective committee with regard to the price of any item sold at the Shop / Commercial Establishment / Premises shall be binding on the Licensee. The Shop / Commercial Establishment / Premises shall be open to inspection by any member / members of the committee at all reasonable hours.
- 9. The Licensee shall always be a bare Licensee of the said shop / premises and nothing herein contained shall be construed as conferring ownership of the said Shop / Commercial Establishment / Premises or any part thereof so as to give the Licensee any interest therein. The overall control and superintendence of the said Shop/Commercial Establishment/Premises shall remain with the Licensor through the Commercial Establishment Monitoring Committee (CEMC) & Commercial Establishment Licensing Committee (CELC) whose officials shall, at all reasonable hours, be entitled to inspect the said shop to ensure its bonafide use.
- 10. The Licensee shall not use the Shop / Commercial Establishment / Premises for any purpose other than for which it has been licensed without the written permission of Licensor.
- 11. The Licensor reserves the right to allow / disallow selling of specific items other than mentioned in the special conditions of the agreement for a specified period as per the need of the Institute community to any shop.
- 12. The Licensee shall not close the establishment for a continuous period of three or more days. Under extreme compelling circumstances, the Licensee will have to intimate Estate Officer.
- 13. The Licensee will follow Shop / Commercial Establishment / Premises operation / running timings from 9:00 AM to 9:00 PM.
- 14. That the Licensee(s) shall be licensed the said premises equipment, installations, fittings and fixtures provided, if any, on 'As-is-where-is basis' and the Licensee shall not make any additions / alterations in the licensed space, installations if installed, including electric installations and wiring without the prior permission of the Licensor in writing. Necessary light and fan installations shall be arranged by the licensee at his own cost. For other trade specific works of civil / electrical / plumbing / AC nature, required for the operations of establishment, the Licensee may execute the same with prior approval of IITD and maintain them for the period of License at its cost.
- 15. The Licensee shall keep the Shop / Commercial Establishment / Premises and surroundings neat and clean and maintain the general hygiene. Also, the Licensee shall not employ or permit to be employed or allow to enter into or remain in the said Shop / Commercial Establishment / Premises any person suffering from any contagious or infectious disease. Licensee shall be responsible to maintain health card of his employees, which, on demand by Licensor, shall be made available by the Licensee.

- 16. On revocation of license or on expiration of license, if license is not renewed, the Licensee shall remove fittings and fixtures provided and fixed by him and remove the name of the Shop / Commercial Establishment / Premises written by Licensee and make good the damage, if any, done during such removal and restore the Shop / Commercial Establishment / Premises to its original condition, except normal wear and tear, at his own cost. Failing to do so, the licensor shall remove fitting sand fixtures, name of the shop and repair the damage and restore the shop / commercial establishment / premises in its original condition except normal wear and tear at the cost as estimated / incurred by the licensor and the same shall be recovered from the security deposit of the Licensee.
- 17. No bill shall be stuck on any part of the Shop / Commercial Establishment / Premises or of the building on outside or inside or in the corridor. Bills found pasted in contravention of this clause shall be removed by the Licensee forthwith at his cost on being pointed out by the Licensor.
- 18. Sleeping in the Shop / Commercial Establishment / Premises is not permitted beyond the operation / running timings, and / or overnight. Permission to stay, for one person, at night hours, shall be granted to specific trades, only where delivery of goods is received during night hours. Estate officer shall be the final authority to take such a decision.
- 19. The Licensee, at its own cost, shall arrange to dispose-off the generated dry and wet waste, after segregation, only into the bins provided by IIT Delhi at various locations in the campus or shall arrange with the agency deputed by IIT Delhi.
- 20. The Licensee will ensure all safety measures against fire risk due to equipment's, oven, fridge, etc. being used in the Eating Outlet / Shop / Commercial Establishment / Premises, to the satisfaction of the Fire Department and the Estate Officer.
- 21. Fly net, electrical insect killer & rodent repellent, as required for the general hygiene of food premises, shall be followed in the Shop / Commercial Establishment / Premises.
- 22. The rates for various services accepted by IITD shall be displayed at prominent locations for the convenience of IIT Delhi Community.
- 23. The Licensee shall issue printed bills with QR/Bar Code for all items sold by him and shall be responsible for depositing the GST to the Govt. agencies as per Govt. norms. All mandatory taxes like GST, etc. shall be mentioned on the bill wherever applicable.
- 24. The Licensee shall not keep any animal, inside or outside, the said shop.
- 25. On expiry of the period fixed in the license or on revocation of the license or on breach of any of the terms and conditions set forth above, the licensor shall be entitled to assume exclusive and absolute physical possession of the said

- premises and deal with it in such a manner as deemed fit. Any belonging of the Licensee, if found in such premises, shall be liable to be auctioned unless claimed within one month of the resumption of such premises by the Licensor.
- 26. That the Estate officer, IIT Delhi only, shall have the rights to decide on any application in respect of any proceedings under this agreement as per provisions of "Commercial Establishment Allotment Rules" of IITD. This document shall be governed by and construed in accordance with the providing laws of Government of India and any disputes arising under this License Deed can be appealed in courts at Delhi only.
- 27. Notwithstanding any other provisions in this license deed, the Licensee acknowledges that the Institute reserves the rights to review / revise policy decisions from time to time with respect to the terms and conditions governing the licenses granted to the commercial establishments. These may extend to cover the License Fees, rates of electricity and water, etc. The Licensee agrees and acknowledges that such policy decisions shall become applicable to the present License Deed and that the Licensee shall be bound to comply / adhere with the same without demur.
- 28. The terms and conditions as given in the "Commercial Establishment Allotment Rules" document, if applicable, for allotment of space mentioned herein shall also form a part of the License Deed.
- 29. No vehicle used for transportation / Carriage of materials etc., shall be parked in the premises except for duration for loading / unloading of materials.
- 30. Modes of e-Payments through credit, debit or ATM cards, RuPay, PayTm, etc. should be made available.
- 31. The shop / commercial outlet cannot add any service or increase the price of services provided without prior approval of the Estate Officer. The prices of those services shall be fixed with the approval of CELC and are to be displayed on the Rate List at a conspicuous place in the shop.
- 32. The licensee will have to submit their present and permanent address with proof and e-mail ID, etc. in the Estate Office while signing the License deed.
- 33. The waste shall be disposed by the vendor to the Institute's waste collection vehicle in segregated form (dry / wet / hazardous) packed in bio-compostable bags. In case the Licensee is found disposing the waste in the surroundings of the shopping complex or any other location, a penalty shall be imposed as per the Institute's policy.
- 34. Wherever the Competent Authority is mentioned, it is deemed to be synonymous with Estate Officer of the IIT Delhi.

- 35. A Licensee (an individual / a firm) already operating a commercial establishment on the campus, is not eligible to participate in allotment of another commercial establishment / outlet in the campus during the entire period of his / her / their engagement on the campus.
- 36. The Licensee shall abide by the conditions of the License Deed executed between the Licensee and the Licensor during the period of license. The Estate Officer, IITD reserves the right to serve notices to the Licensee for non-observance of any condition of the License-deed and can recommend the CELC for termination of license of the vendor.
- 37. The Licensee will have to execute and sign a License Deed on one hundred rupees Non-Judicial Stamp Paper as per the Institute's format.
- 38. Any subsequent tax imposed by the Govt./statutory body shall be applicable and borne by the Licensee.
- 39. All other conditions / policy matters not included in this Tender Document shall be governed by the Commercial Establishment Allotment Rules of the Institute.

2.6 TERMINATION CLAUSE

- 1. IIT Delhi reserves the right to terminate the license given to the Licensee at any point of time if he/she violates from any of the clauses mentioned in this tender document. The decision of the Institute shall be final and binding upon Licensee.
- 2. That in case the license for use and occupation of the premises is terminated, revoked or cancelled by the licensor, the use of premises by the Licensee or his staff/workers will be treated as unauthorized occupancy and the Licensor shall have the right to disconnect the electricity and water connection to the said shop, without any reference or notice, in addition to the right to recover unauthorized use and occupation charges.

2.7 RENEWAL CLAUSE

1. Licenses for all commercial establishments may be renewed by the Licensor on yearly basis for every calendar year. Such renewal of licenses may be made after due deliberations in the Commercial Establishment Licensing Committee (herein also referred to as CELC) of IIT Delhi for the performance of any outlet during the current license period. All communications on renewal / termination of license shall be issued by the Estate Office well in advance before expiry of the current license period and process for the award of space to a fresh vendor shall be initiated accordingly.

2.8 RENT CLAUSE

1. For rent calculations, the entire service area / storage area / cooking area / washing area / office area, etc. shall be treated as covered area. Any open area

allocated / permitted by Estate officer for sitting / eating purpose shall not be charged. The toilet / washroom area shall not be a part of the covered area for rent purposes. The open area appurtenant to more than one establishment would be allowed for use to all establishments and no individual Licensee shall have any right for its exclusive usage.

- 2. The License Fee will be charged as per "Commercial Establishment Allotment Rules". License fee will be charged as per rates revised and effective from 01/01/2023 @ (at the rate of) Rs.20.80 per sqft per month. An increase in the License fee @ of 5% (compounded annually) on prevailing License fee at the time of renewal, if any made by Licensor, every year, starting from 1st January of every calendar year
- 3. The Licensor reserves the right to review / revise the rates of License Fee as per the decision of the Institute. The Licensee agrees to be bound by the revised rates without demur.
- 4. The Licensee will be required to deposit an amount equal to twelve months License Fee as Security Deposit with the Licensor. The security deposit will be non-interest bearing and shall be returned to the Licensee after expiry or soon after termination of the license, after making deductions, if any, against unpaid bills, damages, etc.
- 5. If the License Fee hereby reserved or any other part thereof, shall at any time be in arrears or remain unpaid after the due date, or if the Licensee at any time fails or neglects to perform or observe any of the terms and conditions contained herein and on his part to be observed and performed, then, in that event the licensor may, without prejudice to any other remedies or rights, revoke the license by giving 15 (FIFTEEN) days' notice in writing to the Licensee and re-enter the premises in question or any other part thereof. The Licensee shall upon such revocation peacefully give up possession of the premises in question without any right to compensation whatsoever. In addition, the Licensor reserves the right to take its remedies against any other breach of the terms and conditions against the Licensee.

2.9 PENALTY CLAUSE

- 1. Non-payment / Delayed payment of dues by Vendors / Licensees:
- a. License fee or other dues shall be paid by the Licensee as per dates mentioned in the bills raised by Estate Office, IITD and paid through account payee Cheque / DD / Bank Challan drawn in favour of Registrar, IITD. Late payment of License fee will attract penalties and other penal interests @ Rs.500/- per month or 18% per annum of amount due computed on monthly basis, whichever is higher. Licensor reserves the right to discontinue the license of any commercial establishment for non-payment of amount due for a period more than 3 months by the Licensee.

- b. Penalties can also be imposed on the Licensee for violation, on their part, of any term and condition of License Deed. All such complaints received directly or through Commercial Establishment Monitoring Committee of IIT Delhi (herein referred as CEMC), shall be further examined in CELC or by the Estate Officer under intimation to the Chairman, CELC before deciding the penalty. CEMC is a non-statutory body of IIT Delhi with a mandate to carryout random / surprise checks on rates, quality, service, general cleanliness and hygiene of premises maintained by the Licensee. The penalty can be imposed in the following manner:
- c. On 1st complaint: Rs.2000/- and a warning to improve and comply with the orders from the Estate Officer. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct / recover the said amount from the security deposit amount of the Licensee.
- d. On 2nd complaint: Rs.3000/- and a warning to comply with the orders from Estate Officer. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct / recover the said amount from the security deposit amount of the Licensee.
- e. On 3rd complaint: Rs.5000/- and issuing of show cause notice for cancellation of License by the Licensor. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct / recover the said amount from the security deposit amount of the Licensee.
- f. However, absolute power lies with the Licensor and the license can be terminated by Licensor anytime without assigning any reason therefore apart from above penalty; Licensor reserves the right of revocation of license as a Licensor by giving 15 (FIFTEEN) days' notice.
- g. In addition to the penalty proposed above, if the Licensee fails to clear his outstanding dues within the stipulated period mentioned in the notice, then the Electricity / Water connection to the premises, if provided by IITD, can be disconnected by the Licensor without serving any further notice to the Licensee.

2.10 LABOUR CLAUSE

- Any employee whose conduct is not found appropriate by the IIT Delhi Community
 / Licensor, will be removed by the Licensee with immediate effect from the
 occurrence of the misconduct.
- 2. No child labour shall be employed by the Licensee. The Licensee shall abide by the following laws:
 - a. Child Labour (Prohibition & Regulation) Act, 1986
 - b. The Payment of Wages Act, 1936
 - c. Employees' State Insurance Act, 1948

- d. Employees Provident Funds and Miscellaneous Provisions Act, 1952
- e. Contract Labour (Regulation & Abolition) Act, 1970
- 3. If at any stage the Licensee / Vendor or his employee(s) is/are found to be involved in any uncalled-for activity inside or outside the premises of the Institute, which may bring disrepute to the Institute, the license is liable to be terminated by the Competent Authority by giving 30 days' notice in writing to the Licensee. The Vendor shall remove any such employee from employment who is found intoxicated at the workplace in working hours, not found following the work conduct or not found fulfilling any other condition mentioned herein.
- 4. The Licensee is required to arrange police verification of all his employees. No person with any adverse record with the police should be employed by the Licensee.

2.11 WATER & ELECTRICITY

- 1. The Licensee shall obtain electricity connection in the said Shop / Commercial Establishment / Premises directly from the BSES, if required to do so. In case the electricity connection is provided by the Licensor, the Licensee shall pay Security Deposit for electricity connection along with such electricity charges and Meter Rent to the Licensor as may be fixed from time to time.
- The Licensee shall pay to the Institute water charges as per actual consumption at the rate fixed by the Municipal Corporation of Delhi. Where no separate water connection is provided, the Licensee shall pay only the charges for water consumption for common services.

2.12 FORFEITURE OF EARNEST MONEY

1. Earnest money will be forfeited on non-occupation of the allotted premises and commencement of operations within one month of issue of allotment letter. The allottee shall not have any claim on such forfeiture / cancellation of License.

2.13 BID REJECTION

- 1. Conditional tenders / application forms will be summarily rejected.
- 2. The bidder should not have been blacklisted or debarred by any other Entity/Organization during the past 5 (Five) years. If the Institute gains knowledge of the above at any time, the bid is liable to be summarily rejected and if the License has already been awarded, the same can be terminated and security deposit forfeited.
- 3. In the event of a bidder submitting any forged/fake document, the bid is liable to be summarily rejected and if a License has already been awarded, the same can be terminated and security deposit forfeited.

2.14 DISPUTE CLAUSE

1. That the office of Estate officer, IIT Delhi only, shall have the jurisdiction to entertain any application in respect of any proceedings under this "Commercial Establishment Tender" document. This document shall be governed by and construed in accordance with the providing laws of Government of India and any disputes arising under this License Deed can be dealt in courts at NCT Delhi.

SPECIAL TERMS AND CONDITIONS FOR LADIES BEAUTY PARLOUR

- 1. Clean and fresh aprons and towels should be used separately for each customer.
- 2. Instruments should always be sterilized in hot boiling water or disinfectant. Standard and reputable companies' products should be used. These products should not cause any adverse reaction to the skin.
- 3. The shop should be equipped with an air conditioner for summer and adequate heating arrangement for winters. Mosquito and pest control should be done. For customer's service, hot water is to be used during winter season.
- 4. All the equipment used in service of customers will be kept neat and clean and sterilized without any stain.
- 5. Care should be taken to avoid injury to customers via sharp objects during services. Antiseptic lotions and first-aid measures should be available for emergencies.
- 6. Beauty Parlour stylists should have skills and experience in using a wide range of beauty products and tools. They usually provide a broad range of services from cutting the hairs to performing scalp treatments. Typical duties include shampooing, cutting, and styling hair, though they may also provide hair treatment, including deep conditioning, permanents, hair coloring, and weaving.
- 7. Personnel employed should have training for at least one year in a reputed training institute like Javed Habib, VLCC, Shahnaz Husain, Lakme, L'Oreal etc. and a certificate for the same.
- 8. Beauty Parlour stylists must be able to work with a variety of hair types and lengths. Skilled and experienced stylists should be able to recognize the problems of hair or scalp and recommend appropriate treatments.
- 9. For other amenities, a stylist may provide services including but not limiting to manicures, pedicures, waxing, massaging, facials, makeup applications.
- 10. Shahnaz Husain / Habib's herbal / Lakme / Lotus Organics / L'Oreal / Casmara or equivalent reputed products should be used.
- 11. Hygiene should be maintained during the services.
- 12. In the parlor lady employees are preferred. At the maximum, only one male employee is allowed for hair cutting purpose.
- 13. All interior decor (furniture, mirror, etc.) and air conditioning system should be arranged by the vendor/licensee at his own cost.
- 14. The charges will be as per the rate list attached.

1 Bid Submission

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online as explained below:

(Following documents to be provided as .PDF file)				
S. No.	Documents	Content	File Types	
1.		List of Documents to be attached as per (Annexure – I)	.PDF	
2.		Organization Declaration Sheet (Annexure – II)	.PDF	
3.	Technical Bid	List of organizations / clients where the participating firm has served for five years, along with their contact. number(s). (Annexure-III)	.PDF	
4.		Any other document as specified in NIT	.PDF	
S. No.	TYPES	Content	File Types	
1.	Financial Bid	Price bid should be submitted as per BOQ.	.xls	

ANNEXURE – I

List of Documents to be Attached

S. No.	Name of Document	Whether Attached or Not
1.	CONTACT DETAILS FORM (Form – A)	
2.	FORM FOR FINANCIAL CAPACITY (Form – B)	
3.	CHECK LIST ON PREPARATION OF BIDS(Form – C)	

	Signature of Bidde
Name:	
Designation:	
Organization Name:	
Contact No:	

TECHNICAL BID

(FORM -A)

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF AUTHORISED REPPRESENTATIVE
3. COMMUNICATION ADDRESS
4. PHONE No. /MOBILE No
5. FAX
6. E-MAIL
PARTICULAR DETAILS OF THE BIDDER REPRESENTATIVE
 NAME OF THE CONTACT PERSON. DESIGNATION. PHONE No. MOBILE No. E-MAIL
UNDERTAKING
 I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them. The rates quoted by me are valid and binding upon me for the entire period of the contract. I/we give the right to the competent authority of the Indian Institute of Technology Delhi to forfeit the Earnest Money/Security Money deposited by me /us in case of breach of Terms & Conditions of the contract.
I hereby undertake to provide the services as per the direction given in the tender document/contract agreement.
Signature of the Authorized Signatory
Designation:
(Office seal of the bidder)
Date:
Place:

TECHNICAL BID (FORM -B)

FORM FOR FINANCIAL CAPACITY

Description	Financial Year 2017-18	Financial Year 2018-19	Financial Year 2019-20	Financial Year 2020-21	Financial Year 2021-22
Annual Turnover					
Net Worth					
Current Assets					
Current Liabilities					
Total Revenues					
Profit Before Taxes					
Profit After Taxes					

Note: The annual financial statements duly certified by a Charted Accountant pertaining to this form needs to be attached.

	Signature of Bidder
Name:	
Designation:	
Organization Name:	
Contact No:	

TECHNICAL BID

(FORM -C)

CHECK LIST ON PREPARATION OF BIDS

S.No.	PARTICULARS	YES/NO			
1.	Have you filled in and signed each page of contact Form?				
2.	Have you read and understood various conditions of the contract and shall abide by them?				
TECHNICAL BID					
3.	Have you paid the tender fee of Rs.1000/- and uploaded the proof of payment?				
4.	Have you enclosed the EMD of Rs.30,000/- in the Technical Bid?				
5.	Have you taken prints of all the sections of tender, in the prescribed paper size and signed on all the pages of the tender documents?				
6.	Have you attached proof of having met the minimum eligibility criteria?				
7.	Legal valid Entity: Have you uploaded the attested Certificate issued by the registrar of firms / Companies?				
8.	Financial Capacity: Have you attached Audited Balance Sheets?				
9.	Registration with Government Bodies like EPF, Labour Laws, etc.: Have you attached a registration copy of each of the certificates?				
10.	Experience: have you attached the attested experience certificates issued by the Organizations/ Government Depts. of the last five years?				
11.	Security: Have you agreed to deposit the security money?				
12.	Have you attached the attested copies of Income Tax Return/GST Registration?				
13.	Subsidiary Company Details, if any.				
14.	Authorization Letter				
FINANCIAL BID					
15.	Have you quoted percentage above/below to the IIT Delhi Reference Price?				

ANNEXURE - II

<< Organization Letter Head >>

DECLARATION SHEET

N SHEET
hereby certify that all
spect of our organization with regard to to the best of our knowledge. I/We have nd stipulations in details and agree to ecification.
norized (Copy attached) by my/our nder and my/our organization meets all this tender document.
Name & Address of The Vendor / Manufacturer / Agent
(Signature of the Tenderer)
Name(s):

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Seal of the Company

ANNEXURE - III

List of organization/Deptt

List of organizations for whom the Bidder has undertaken such works for five years (must be supported with work orders)

Name of the organization	Name of contact Person	Contact No./E- Mail ID	No. of users/Customers

	Signature of Bidder
Name:	
Designation:	
Organization Name:	
Contact No:	

Financial Bid

REFERENCE PRICE LIST OF SERVICES FOR LADIES BEAUTY PARLOUR (TENTATIVE)

Name of Service	Basic Rates (Rs.)	Name of Service	Basic Rates (Rs.)
Hair Cut		Waxing	
Trimming	150.00	Forehead	50.00
'V' & 'U'	200.00	Under Arms	60.00
Any Cut	300.00	Half Arms	150.00
Any Cut with Styling	500.00	Full Arm	300.00
Hair Styling		Half Legs	250.00
Pressing	300.00	Full Legs	500.00
Crimping	400.00	Full Back	400.00
Curling	450.00	Half Back	200.00
Blow-Dry	350.00	Full Front	80.00
Hair Colour		Half Front	400.00
		Full Front	600.00
Heena Application	400.00	Full Body	1500.00
Touch Up	1000.00	D-Tan ´	
Global	2000.00	Face & Neck	200.00
Highlights (Per Streak)	250.00	Arms	400.00
Chunks	500.00	Legs	600.00
Ombre	2500.00	Half Back	400.00
Balayage	3000.00	Half Front	400.00
Funky Color	2000.00	Clean Up & Facials	
Hair Treatment		Basic Clean up	200.00
Shampoo (Normal)	150.00	Silver Clean Up	300.00
Shampoo (L'oreal)	200.00	Silver Facial	400.00
Head Massage	300.00	Gold Clean up	350.00
Hair Spa (Normal)	500.00	Gold Facial	500.00
Hair Spa (L'oreal)	600.00	Diamond Clean Up	350.00
Keratin Spa	800.00	Diamond Facial	500.00
Hair Treatment Dandruff/Hair fall	1000.00	Lotus Clean Up	350.00
Rebounding/Smoothing/ Straightening	2500.00	Lotus Facial	500.00
Keratin	2500.00	Pearl Clean Up	300.00
Threading		Pearl Facial	450.00
Eyebrow	30.00	Papaya Clean Up	300.00
Upper Lips	20.00	Papaya Facial	450.00
Forehead	20.00		300.00
Chin	20.00	Aloe Vera Clean Up	250.00
Upper Lips Wax	30.00	Aloe Vera Facial	400.00
Chin Wax	30.00	Oxy Facial	500.00
		D-Tan Clean Up	350.00
		D-Tan Facial	250.00

Classic Facials		Head &Feet	
Aroma Facial	800.00	Manicure	300.00
Cheryl Facial	1200.00	Pedicure	350.00
O3 +Clean Up	1000.00	Manicure & Pedicure	500.00
O3 +Facial	1500.00	Foot Cleaning	300.00
Hydra Facial	2000.00	Paraffin Wax (Arms)	200.00
Rubber Mask	700.00	Paraffin Wax (Legs)	300.00
Bleach / Lighten Up		Nail Cut File+ Nail Paint	120.00
Face & Neck	200.00	Body Spa	
Face neck & Blouse Line	350.00	Arms Polishing	400.00
Full Arms	400.00	Back Polishing	400.00
Full Legs	500.00	Legs Polishing	500.00
Half Arms	300.00	Body Polishing	1500.00
Half Legs	400.00	Body Massage Classic	850.00
Full front /Back	500.00	Body Scrub	1000.00
Tummy Front/Back	300.00	Makeup & Styling	
Оху	350.00	Hair Do	500.00
O3+	450.00	Normal Makeup	800.00
Cherlys	450.00	Party Makeup	1200.00
Full Body	1500.00	Engagement Makeup	2000.00
Nails		Bridal Makeup	3500.00
Gel Polish Remover 200.00		Airbrush Makeup	4000.00
Gel Nail Polish	400.00	HD Makeup	4000.00
French	150.00		
Nail Extension	1200.00		

Note: The bidder must quote the rates in percentage above/below in the BOQ over the rates mentioned above in the financial bid (BOQ) which shall be applicable uniformly for all the items of the above schedule.