



National Institute of Fashion Technology, Srinagar
NIFT Campus, SIDCO INDUSTRIAL COMPLEX, OMPORA, BUDGAM J&K – 191111
(Ministry of Textiles, Govt. of India)
www.nift.ac.in/srinagar

Notice Inviting Tender
for
Canteen and Mess Services at Ompora Campus,
NIFT Srinagar, Jammu & Kashmir.

Tender Notice No:16309(2)/NIFT/Sgr/Admin/Canteen_Services/2018/4449 Dated:12-01-2026

(Time Schedule for Tender Process):

Date of Publication of Tender notification on official website / CPP Portal	Shall be as per Central Public Procurement Portal
Download of Tender Document Commence from	
Last Date & Time for submission of e-Tender Document	
Date and Time of the Opening of Technical Bids	
Date and Time of the Opening of Financial Bids	

Note: Bidders are requested to upload the signed copy of all the pages of the Tender Document

SCOPE OF WORK FOR PROVIDING MESS/CANTEEN SERVICES AT NIFT SRINAGAR

1. INTRODUCTION

National Institute of Fashion Technology (NIFT), set up in 1986 by the Ministry of Textiles, Government of India, is a statutory institute by virtue of an Act (2006) of the Indian Parliament with the President of India as “Visitor”. NIFT has 20 professionally managed full fledged campuses including one at Srinagar, situated at SIDCO Industrial Complex, Ompora Budgam, J&K-191111. The Campus is spread on 16.5 acres of land with all amenities for students and staff. The student and staff strength at the Campus is expected to be 450-500.

Bids are hereby invited on behalf of the National Institute of Fashion Technology, Srinagar [J&K] from the interested bidders for running Canteen and Mess inside the Permanent Campus, Ompora, Budgam [J&K].

2. REQUIREMENT:

The Institute provides Mess and Canteen facility to the students (approximately 450-500 Students) at NIFT Srinagar campus, we are having students from different states of the country. Most of them eat all their meals from breakfast to dinner on campus, and around 100 staff, faculty members, and officers also take their meals there. Quality of food served at the Mess is of prime importance. Students are the users and payers for the food. The institute’s role is to act as facilitator to identify a service provider which can provide quality food at a reasonable rate.

NIFT Srinagar Campus invites e-tender through CPPP for providing Mess and Canteen Services in campus for approx 450-500 students at the campus. In addition to students, other staff /visitors may also avail the Mess/canteen facility in the campus. The interested firms should apply online and submit their Bid documents along with original scanned copies of all the relevant certificates, documents, Scanned copies of DD as EMD favoring NIFT Srinagar etc. in support of their bids.

S. No	Description	EMD (In Rs.)	Remarks
01	Providing Mess/Canteen Services at NIFT Srinagar	Rs. 4,00,000/- (Four Lakh)	The hard copy of the same shall be deposited at NIFT Srinagar within 7 days from the closing of the bid. Failing which NIFT Srinagar has right to cancel the bid submission of the bid of the bidder. NIFT Srinagar shall not be responsible for any postal delay, non-receipt or non-delivery of the EMD.

3. PRIOR ELIGIBILITY AND CRITERIA FOR SELECTION

The following is the minimum eligibility criteria for the service provider to participate in the tender for providing Mess and canteen services at NIFT Srinagar.

- 3.1 The Bidder must have a minimum experience of five years in providing mess and canteen services in a reputed educational institutes like NITs, NIFTs, IIM, IIT, NID, CU etc or any other semi government/state government/PSUs. (Experience/work completion certificate issued by concerned authority duly stamped and signed, which shall be verified by NIFT Srinagar at any stage of evaluation).
- 3.2 The Bidder must have a minimum average annual turnover for the last Five financial year not less than Rs 3 crore. (In this regard, Bidder is required to submit turnover certificate of the last financial years duly CA certified mentioning UDIN of the same).

- 3.3 The Bidder must have valid and relevant Shop and Commercial establishment certificate pertaining to mess and canteen services.
- 3.4 The Bidder must have bank Solvency certificate (Not older than last three month from the date of opening of tender) for an amount not less than Rs. 50 Lakhs).
- 3.5 The Bidder must have attested copy of GST Registration.
- 3.6 The Bidder must have a Scanned copy of GSTIN registration /No. certificate with return clearance certificate (Form GST-3B) for the month of November 2025 or Quarter July to September or latest.
- 3.7 The Bidder must have attested copy of PAN card.
- 3.8 The Bidder must have attested copy of Labour License under Contract Labour Act.
- 3.9 The Bidder must have attested copy of PF registration with Regional PF commissioner.
- 3.10 The Bidder must have attested copy of ESI Registration.
- 3.11 The Bidder must have attested copy of valid license of FSSAI (State or Central type) (**Note: The contractor without relevant category of FSSAI certificate shall be summarily rejected**).
- 3.12 The Bidder must have a valid and relevant an ISO 22000: 2018 Certification.
- 3.13 The bidder must have copy of declaration/s on the Company/Agency letter head/s that the bidder has not been barred/banned/blacklisted by any Govt. / Semi Govt./ Institute / organization and should be Notarized on ₹10/- non-judicial stamp paper.
- 3.14 The bidder must have to submit the declaration of Manpower Deployment for Mess and Canteen Services **Annexure – VI** (To be furnished on the bidder's letterhead duly stamped and signed)
- 3.15 The bidder must submit tender acceptance letter on their letter head as per **Annexure VII** attached.
- 3.16 The successful bidder is required to install an automatic chapati-making machine with burners in the kitchen, with a minimum output capacity of 500 to 700 chapatis per hour. (Declaration in this regard has to be submitted on their letterhead).
- 3.17 The bidder must submit Pre-contract Integrity Pact (**Annexure-VIII**) is to be executed on plain paper at the time of submission of Bids. The successful vendor / bidder shall submit duly executed Integrity Pact on Non-Judicial Stamp paper value of Rs.100/- (Rupees One Hundred only) for issue of Purchase Order.
- 3.18 Copy of terms and conditions and every page of the tender duly signed with seal of the firm, in token of acceptance of terms and conditions.
- 3.19 The firm having MSE & Start-up shall be given relaxation as per GOI norms. (The contractor without relevant category of MSME & Startup certificates shall be not be accepted).

Note: “Self-attested copies of all relevant documents should be enclosed.”

FINANCIAL BID

Item	Bid Amount
Monthly Rental charges (maintenance charges) for total carpet area (1381.28 Sq. Mtrs) to be paid by the Bidder /Contractor to NIFT Srinagar for allotment of space (Mess and Canteen) Total Area: 1381.28 square meters.	Rs _____ for Total Carpet Area. (Exclusive of GST) Financial Quoted to be mentioned in the portal only/-

- a) I undertake to provide above quoted amount as monthly rental (maintenance charges) to the National Institute of Fashion Technology, Srinagar.
- b) Above quoted amount shall be increased by 5% annually in case of maintenance charges / rentals after on expiry of the first year of the contract.
- c) Quoted amount shall be exclusive of GST as per norms and applicable tax shall be deducted by NIFT Srinagar.
- d) While quoting the bid price in maintenance charges/rentals, bidder has taken into consideration other expenditures on equipment, uniform for deputed staff, municipal garbage fee and other applicable charges.

(Signature & Seal of the Bidder)

4. TERMS & CONDITIONS:

Tenderers should strictly take into account the following conditions before filling up the tender.

- 4.1 The contract will be initially for a period of one year and can be extended for further period of two years on year-to-year basis thus making total in 3 years on terms & conditions envisaged in the tender depending upon the satisfactory services of contractor.
- 4.2 The rates quoted by the bidder as monthly maintenance charges shall be enhanced/escalated per year @5% of the initial quoted amount on expiry of first year of contract.
- 4.3 Yearly escalation of 5% for 2nd and 3rd year can be considered on quoted price including (Special & VIP Thali) depending on the market rates/scenario at that time. However, the escalation clause may be reviewed by the constituted committee during renewal of the contract.
- 4.4 Contractor shall not sell any cigarette, bidi, paan, alcohol etc. in the Mess and Canteen and in the NIFT premises, if any person is found indulging in these activities the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition.
- 4.5 The bidder whose bid is accepted, shall submit a ₹100/- non-judicial stamp paper at its own cost for preparing the contract agreement to be signed by the both the parties. The terms and conditions of this Tender Notice/Document shall form an integral part of the contract and remain binding till the satisfactory completion of the contract. Other Terms & Conditions of Contract Agreement shall be added by NIFT, Srinagar. The original agreement shall remain with the Institute while a photocopy thereof can be had by the transporter/firm/company/agency if they so wish.
- 4.6 In support of the credentials submitted by the parties, NIFT reserves the right to solicit information from the organizations, issuing such credential certificates.
- 4.7 The contractor shall maintain air conditioning in the mess and canteen during operational hours of 8:00 a.m. to 10:00 p.m. Payments for electricity consumption shall be made exclusively on verified actual meter readings.
- 4.8 The Contractor will be required to pay to the Institute electricity charges on actual basis for which sub-meters shall be installed. Out of the total bill received by the Institute for electricity consumption, the amount in respect of the units consumed by the Contractor shall have to be paid by the Contractor to the Institute as per average rate of unit consumed by the campus.
- 4.9 The contractor shall install and maintain a suitable machine/equipment for converting organic waste, kitchen waste into fertilizer, ensuring eco-friendly waste management and maintain / use by the contractor.
- 4.10 The bidder must have to submit the Statement of the existing / present clients of the firm as per **Annexure IV**.
- 4.11 The bidder must have to submit the information about the bidder as per **Annexure V**.
- 4.12 The successful bidder shall have to submit the IP (Integrity Pact) certificate as per the guidelines issued by the Central Vigilance Commission in respect of the procurement of goods/ services costing Rs.1 Crore and above as per **Annexure VIII**.
- 4.13 The successful bidder shall ensure the kitchen is equipped with a commercial stainless steel gas stove/burner unit comprising at least five burners.
- 4.14 The successful bidder is required to equip the kitchen with stainless steel commercial masala boxes and an electrical commercial-grade oven.
- 4.15 The successful bidder is required to install stainless steel bain-marie units (5–8 slots each), with a minimum of two units per mess.
- 4.16 The successful bidder shall be responsible for installing a deep freezer in the canteen.
- 4.17 The successful bidder shall be responsible for setting up independent kitchen facilities for both the boys hostel and the girls hostel.

- 4.18 Raw materials, food articles, utensils, cooking fuel / gas cylinder, cleaning/washing materials/tools / crockery and man power shall have to be arranged by the contractor at his/their own cost.
- 4.19 The contractor will be solely responsible for safe disposal of the leftover food/vegetable peels/ other kitchen garbage as per the norms of Budgam Municipality Corporation (BMC).
- 4.20 All mess and canteen waste should be disposed daily basis through only authorized municipal agency and expenditure for the same shall be borne by the agency.
- 4.21 Open dumping, burning of waste within or outside the campus is prohibited.
- 4.22 NIFT Srinagar will provide the kitchen with following fittings as under:

S.No.	Kitchen with following items fitted	Quantity
1.	Chimney in kitchen area	Sets
2.	Fans	As per site
3.	Exhaust	As per site
4.	Water Supply	Tap in Kitchen
5.	Water Filter	1 No
6.	Water Cooler	1 No
7.	Geysers	As per site
8.	Proper Kitchen with slabs	As per site
9.	Furniture for sitting and dining	As per site
10.	Fire Extinguishers	As per site

- 4.23 That the selected bidder and /or its employees shall employ only those persons at the space whose character has been verified. No personnel facing any criminal case or convicted by any criminal court shall be deployed at the space.
- 4.24 NIFT will not be responsible for any loss and/ or damage caused to the selected bidder due to fire, burglary or natural calamities.
- 4.25 The Contractor has to 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.
- 4.26 The contractor will do regular pest & flies control at its own cost.
- 4.27 On the expiry/termination of the contract, the selected bidder shall handover vacant physical possession of the said space to NIFT.
- 4.28 The authorities of NIFT Srinagar shall have the right at all reasonable times to enter upon and inspect the allotted space to check whether the terms and conditions of this contract are being complied with by the selected bidder.
- 4.29 That the termination of this contract on its expiry or for any other reason whatsoever shall not give rise to any liability on the part of the NIFT to pay any compensation to the selected bidder for the loss of any profit or business.
- 4.30 That the allotment of this contract shall not give the selected bidder or the employees any hope or expectation for any continuous business or employment respectively.
- 4.31 The selected bidder shall be solely responsible for the recruitment, service conditions, and supervision of its employees in accordance with GoI rules. No claims shall be raised against NIFT Srinagar in case of contract termination. The vendor must deploy adequate staff for Mess and Canteen services, ensure compliance with statutory obligations like ESIC and EPF, and maintain proper hygiene, uniformity, and professional conduct of deployed personnel at all times.
- 4.32 That the selected bidder agrees to defend and indemnify the NIFT against any and all suits, actions penalties and liabilities that may arise from failure on the part of the contract to properly administer wages and other benefits/facilities to its employees working in the space in terms of all applicable law.

- 4.33 The Bidders fulfilling the eligibility criteria, are subject to disqualifications if they have:
- 4.33.1 Made misleading or false representation in the form(s), statements(s) and attachments(s) submitted.
 - 4.33.2 Found to have been backlisted /banned/ barred by Govt departments or any other organization.
- 4.34 The successful bidder/ company shall have to submit the Performance Security (i.e. 5% of the value of annual contract) in the form of Demand Draft/Bank Guarantee drawn in favour of NIFT Srinagar, payable at Srinagar, J&K and should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the Agency. Performance Security shall be refundable without any interest. However, in case of unsatisfactory service by agency or breach of any provision of the agreement, the Performance Security will be forfeited. The decision taken by the NIFT Srinagar in this regard shall be final.
- 4.35 If at any time, it is detected that the contract has been sublet or assigned to any other entity by the successful bidder, the Institute shall be at liberty to terminate the contract forthwith without giving any time to the successful bidder.
- 4.36 Packaged goods should not be sold more than MRP. In case any bidder is quoting higher amount, the fixed rates shall prevail. Also, vendors shall use recyclable / reusable plates & cups to avoid usage of plastic.
- 4.37 Items to be sold at the Canteen/Mess must be as per approved list.
- 4.38 The contractor will ensure that neat and clean clothes and aprons are used by his/her employees handling food at all times. Every employee so appointed by the contractor shall wear the prescribed uniform. The said uniform along with the identity cards shall be provided by the contractor at his own cost.
- 4.39 The Contractor shall also make arrangements to serve food/snacks/tea/coffee/cold drinks etc. in the official meetings and conferences.
- 4.40 The Canteen shall remain open from 7:30 A.M. to 09:30 P.M. from Monday to Sunday (including Local/National Holiday) on all working days. However, depending on the exigencies, the contractor may be required to keep the mess open or close as per requirement of NIFT.
- 4.41 The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be provided by the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the mess. The contractor will also ensure that no used utensils viz Cups, plates are lying in the NIFT campus and these should be removed immediately and frequently.
- 4.42 Contractor shall ensure daily removal of mess garbage, after every meal from the mess premises. However, before the garbage is taken out for disposal, the Security Supervisor would need to check it physically in order to ensure that the material being disposed does not contain any useful items.
- 4.43 The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.
- 4.44 The contractor will be required to display the rate list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the mess and Menu in the mess.
- 4.45 The contractor should have sufficient equipment & crockery and other items normally required to cater to at least 500 persons/students/staff at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea/Dinner as and when required.
- 4.46 The contractor should take all safety measures (including fire) while running mess. He will keep a First- Aid box for the persons deployed to work in mess.
- 4.47 The contractor shall not deploy minor / child labour for the mess work.
- 4.48 NIFT will deduct Income Tax at source under section 194-C, GST TDS of the Income tax Act, 1961 from the bills of the contractor.

- 4.49 The Canteen/Mess Committee member (s) may inspect the preparation of food etc. on time to time.
- 4.50 No responsibility will be taken by the NIFT for credit sales to students, staff, employees and others, losses or pilferage.
- 4.51 The Tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, Dining Set, Crockery Set, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the mess services, in addition to what is provided by NIFT.
- 4.52 The vendor shall ensure that any order placed by Faculty, Staff, or Officers for tea, coffee, or any other food items is promptly delivered to their respective cabins/offices as per the order. Timely and courteous service must be maintained at all times.
- 4.53 Vegetarian and Non-Vegetarian food items shall be cooked, stored, and served separately, ensuring complete segregation at all stages to maintain hygiene and avoid cross-contamination. The vendor shall strictly adhere to this requirement at all times.
- 4.54 The contractor shall not be permitted to prepare or supply food from the Institute's premises to any person or organization other than the authorized NIFT clients, including students, staff, and approved visitors. Any violation of this condition shall be treated as a breach of contract and may lead to termination of the agreement.
- 4.55 NIFT reserves the right to direct the contractor to remove any person deployed in the Mess and Canteen services, if such person is found unsuitable on grounds of hygiene, health condition, misconduct, or any other reason deemed appropriate by the Institute. The contractor shall be bound to comply with such directions immediately without any contest or claim.
- 4.56 The contractor shall comply with all applicable labour laws, ensure timely bank payment of wages by 7th of every month, submit proof of EPF/ESI by 20th, and shall not employ child labour. Violation will attract legal action and penalties.
- 4.57 Any increase in mess charges shall be considered only on a yearly basis, subject to approval by the competent authority and based on justified escalation in input costs.
- 4.58 The Institute shall not be a party in the event of any dispute arising between the contractor and their employees.
- 4.59 The agency shall maintain a complaint register inside the canteen, which must be produced on demand by any user. Non-production of the register will be taken seriously by the Institute, and a suitable penalty shall be imposed as determined by the competent authority.
- 4.60 The menu offerings of the Canteen and the Cafeteria shall be distinctly separate. Items listed and sold in the Canteen shall not be permitted for sale in the Cafeteria, and vice versa. For example, if a coffee item is being served in the Canteen, the same shall not be included in the Cafeteria menu.
- 4.61 In case the vendor intends to introduce any new item for sale in the Canteen, prior approval must be obtained from the Competent Authority with respect to both pricing and sale of the said item. The aforementioned condition shall equally apply to the Cafeteria.
- 4.62 The financial bids submitted by all bidders shall remain valid for a minimum period of 180 days from the date of opening of the technical bids.
- 4.63 Any query/clarification with respect to the tender (T&Cs, etc.) may get cleared prior to submission of bid; concerned NIFT official(s) may be contacted (+91 1951255972 Ext. 106,108) between 9.00 AM to 5.30 PM on any working day. However, NIFT will not entertain or clarify any such query in post bid.

5. FINANCIAL TERMS & CONDITIONS:

- 5.1 The Mess fee from the hostel boarders for providing catering services at approved rates shall be collected by the Institute. Payments of mess fees to the Canteen Contractor shall be made on monthly basis based on the actual attendance of the hostel boarders duly certified by the concerned committee.
- 5.2 The payment to the Canteen Contractor shall be released on production of GST Bill and GST Clearance of previous months.

- 5.3 Charges for the Breakfast, lunch, snacks dinner etc. provided on occasions as per the orders of NIFT shall be paid on submission of bills.
- 5.4 The payment towards hospitality bills of NIFT office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by contractor. Any supply of food items without proper authorization by the designated authority of NIFT shall not be paid.
- 5.5 The Contractor will have to supply breakfast/lunch/snacks/dinner in the Canteen/Academic/ Admin Block/designated area on various occasions such as official meetings, conference, juries, spectrum, converge etc as per requirement and schedule drawn for the purpose by the concerned authorities of the Institute. The contractor shall also ensure proper office services for the NIFT officials. For this, proper work/ service order shall be provided to contractor, in respect of official meetings/ conferences/ hospitality bills of the Institute shall be paid on production of bills along with the service order duly verified by the concern department/authorities.
- 5.6 In addition to catering services to students for Lunch & Dinner included in the mess fees, if any student buys beverages/bakery items/fruits etc. available at the Canteen, the Contractor shall charge the prescribed rates directly from the students in cash. The Institute shall not be responsible for any such dues from students.
- 5.7 Similarly, as and when faculty/staff/visiting faculty avail canteen/mess services, such charges should be collected by the contractor directly, and the Institute shall not be responsible for the same.
- 5.8 Income tax, as per prevalent laws, shall be deducted at source while making payment of Contractor's bills.
- 5.9 The campus runs on the basis of NIFT Academic calendar that is 11 months and the rentals shall be paid by the agency for 11 months only. However, the agency is required to keep the canteen operational for the whole year (12 months) and electricity charges shall be paid as per meter reading.
- 5.10 If Mess and Canteen is closed for more than 15 days due to valid purpose or any other reasons under Force Majeure Clause, maintenance charges shall be waived to 50% of the monthly maintenance bill.
- 5.11 The contractor shall be required to deposit 5 % of the annual contract value as security deposit immediately after issue of Work Order in the form of BG/DD of nationalized bank/schedule bank only in favour of NIFT payable at Srinagar. No interest shall be paid on such security deposit, which shall remain with Institute during the continuance of the contract and it shall be released only three months after the expiry or termination of the contract, subject to clearance of all dues by the contractor.
- 5.12 The financial quote must be entered only in the portal/BoQ. Quoting rates in any other part of the bid document is strictly prohibited, and any such bid shall be rejected.
- 5.13 The prospective bidders should also note that the documents submitted at the time of e-tendering process will only be considered for the evaluation in technical bid. Thus, bidders are required to be ensured to submit all the relevant documents as per terms & conditions of the tender document at the time of submitting the tender. The decision of Competent Authority will be final in this regard.

6. ARBITRATION:

- 6.1 Dispute, if any, arising out of the services contract shall be settled by mutual discussion between the parties within 30 days.
- 6.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, the dispute/ differences shall be referred to arbitration by sole **Arbitrator** to be appointed by the Director NIFT Srinagar as per the provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed thereunder.
- 6.3 Decision of NIFT with regard to interpretation of the terms and conditions shall be final and binding on the Agency.

- 6.4 The language of the arbitration proceedings shall be in English. The Arbitrator shall give a speaking and reasonable award.
- 6.5 In case of failure of arbitration as explained above, appropriate courts at Budgam (J&K) will have the jurisdiction to adjudicate upon the matter.

7. LEGAL TERMS AND CONDITIONS:

- 7.1 The Contractor and his staff must abide by various rules and regulations of NIFT Srinagar as prevalent from time to time.
- 7.2 The Contractor shall comply with all existing labour legislations and Acts, such as Contract Labour Regulation Act, Workmens Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Shop & Establishment Act, FSSAI, ISO etc. For any lapse or breach on the part of the Contractor in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
- 7.3 The Contractor shall submit to NIFT Srinagar a list of all workers engaged to carry out the contract work, indicating name, age, home address, qualifications, etc, and would also intimate as and when any change takes place. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor shall not engage any child labour to carry out the work under the contract.
- 7.4 The Contractor 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.
- 7.5 The contract once awarded can be terminated by either party i.e. NIFT Srinagar or the Contractor after giving three month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, NIFT Srinagar reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. NIFT's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
- 7.6 The Contractor and his staff shall comply with all instructions and directions of the NIFT authorities given from time to time. In the event of any emergent situation, the staff of the Contractor shall comply with instructions given by the NIFT Srinagar authorities, without waiting for confirmation by the Contractor.
- 7.7 The arrangement shall be valid initially for a period of one year from the date of award of the contract. The contract may be renewed further for two terms of one year each on mutually agreed terms & conditions, depending upon satisfactory services of the Contractor.
- 7.8 All the workers engaged by the Contractor for carrying out tasks under this contract, shall be deemed to be the employees of the Contractor only. The contractor shall be solely responsible for their conduct, wages, fringe benefits, duty roster, leave-records, relievers, etc. The contractor shall also provide its Workers photo-identity cards which shall be checked by the NIFT Srinagar as and when necessary.
- 7.9 Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

8. PENALTY CLAUSE:

- 8.1 The selected bidder will have to pay monthly Rental Charges (maintenance charges) in advance by 5th of each month, failing which a penalty of Rs.500/- per day shall be imposed.
- 8.2 The Institute reserves the right to impose a penalty (to be decided by the NIFT authorities) on the Contractor for any serious lapse in maintaining the quality and the services wilfully or otherwise by the Contractor or his staff or for any adulteration. A penalty of Rs. 1000/- per day will be levied and as per decision of the competent authority.

- 8.3 The Contractor shall not keep the Mess closed without prior permission from the NIFT authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NIFT Srinagar as it may deem fit.
- 8.4 If contractor fails to serve food for Hostel students on any day without prior permission of the Mess committee, NIFT Srinagar will make such arrangements and the cost incurred on such arrangement shall be recovered with penalty to be decided by NIFT Srinagar authority.

9. TERMINATION OF CONTRACT:

- 9.1 The Contract can be terminated by either party, i.e. NIFT or the Contractor, after giving 03 month prior notice to the either party by mutual agreement till alternate arrangements are made. However, NIFT reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms & conditions of the contract. NIFT's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
- 9.2 On termination of the Contract, the Contractor will hand over all the equipment's/furniture/articles etc., if any, supplied by NIFT, in good working condition to NIFT.
- 9.3 The Contractor shall not assign or sub-let the contract or any part thereof, if found contractor is subletting the contract, contract will be terminated immediately without any notice and security deposit will be forfeited accordingly firm will be blacklisted from NIFT.
- 9.4 In the event that the quality of services rendered by the Mess is found to be unsatisfactory for a continuous period of three months, the vendor shall be required to replace the cook/chef. Failure to do so, or if the quality of services continues to remain unsatisfactory despite such replacement, shall lead to immediate termination of the contract without further notice.

10. SCOPE OF WORK:

- 10.1 In case of Mess/Canteen services (Hostel Boarders & Official events), NIFT will release the amount to the contractor on production of bill and prescribed certificate of quality of food and services duly signed by the Mess/Canteen committee.
- 10.2 List of items in the canteen along with rates/prices shall be finalized by a Joint Committee comprising of 3 Members of NIFT Srinagar and one representative of Agency. In case of difference of opinion, decision shall be taken by a vote of majority.
- 10.3 Preferred brands of items shall be as per **Annexure-I**.
- 10.4 The Mess/Canteen contractor has to provide breakfast, lunch, evening snacks and dinner to the resident students of NIFT Srinagar on the fixed rates as suggested in the **Annexure-II**. The Mess would be open for 11 months. The payment of food and other items taken at Canteen by student and staff for personal use shall be made on-spot by the concerned student/staff.
- 10.5 Total amount to be charged from Hostel Boarders/Students for Mess: **Rs 175/- per day (All inclusive)**
- 10.6 The Mess/Canteen contractor has to provide menu for official events as suggested in the **Annexure-III**.
- 10.7 NIFT Srinagar has exclusive space for mess/Canteen services along with dining facilities. The premises can be inspected during any working day from **10.00 AM. to 5.00 PM.** under prior intimation to Administration Department.
- 10.8 The Area/Space provided by NIFT Srinagar is as under:

S. No.	Particulars	Area (in Sq. meter)
1	Boys Hostel Mess Area	239.59 Sq mtr approx.
2	Girls Hostel Mess 1 Area	342.18 Sq mtr approx.
3	Girls Hostel Mess 2 Area	272.27 Sq mtr approx.
4	Girls Mess (at boys hostel wing)	187.24 Sq mtr approx
5	Canteen Area (G+1)	340 Sq mtr approx.

Total Area (Approximate)	1381.28 Sq. Mtr
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Note: The bidders are advised to cross check the area of the above space at their own. NIFT reserves the right to reduce/increase the allotted area to Contractor. However, the maintenance charges payable to NIFT shall be in proportion to the allotted space only.

Permissible Brands of Consumables

Annexure-I

Items	Brand
Salt	Iodized salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, Everest, MTR, Kanwal.
Sauces	Maggi, Kissan, Heinz, Chings.
Refined oil	Saffola, Sun drop, Dhara.
Mustered Oil	Do Patar, Nature Fresh, Patanjali, Dhara. Pir, Zamindar
Pickle	Mother's / Tops/Nilons, Kanwal
Atta	Aashirvad, Pillsbury, Nature Fresh/Shakti Bhog, P Mark
Butter	Amul, Sudha, Britannia, Mother Dairy.
Jam	Kissan, Nafed
Milk	Sudha/ Amul/Mother Dairy/Khyber/Zam-Zam/Snowcap.
Paneer	Amul/Sudha/Mother Dairy/Khyber/Snowcap.
Tea	Brook Bond, Lipton, Tata, Waghbakri, Taj
Coffee	Nescafe, Rich, Bru
Biscuits	Britannia, Parle, Good Day, etc.
Ice Cream, Lassi, Curd	Mother Dairy, Sudha, Amul, Kwality, Cream Bell , Vadilal
Mixtures/Chips	Haldiram/Bikaner or any good brand
Besan, Dal	Rajdhani, Shaktibhog or Agmark brand
Rice	Basmati, India Gate or Agmark brand

Seal and Signature of Bidder

STUDENT MESS MENU

Annexure II

The Tentative Menu indicating the variety of items to be served will be as under: however, the Menu may be changed as desired by the Canteen/Mess committee or NIFT Administration or Mess Committee and the same shall be conveyed to the Contractor.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
Mix Paratha	Batata Poha	Uttapam	Methi Thepla	Moong Dal Chilla	Puri	Vermicilly Semiya
Plain Curd		Sambar	Plain Curd	Green Chutney	Sabji	Fruit
Pickle	Fruit	Coconut Chutney	Pickle	Imli Ki Chutney	Pickle	Daliya
Cornflakes	Cornflakes	Cornflakes	Cornflakes	Daliya	Daliya	Cornflakes
Mix Beans	Tari Chana	Chana Masala	Boiled Moong	Boiled Moong	White Matar	Chana Masala
Bread Butter Jam	Bread Butter Jam	Bread Butter Jam	Bread Butter Jam	Bread Butter Jam	Bread Butter Jam	Bread Butter Jam
Milk Tea Coffee	Milk Tea Coffee	Milk Tea Coffee	Milk Tea Coffee	Milk Tea Coffee	Milk Tea Coffee	Milk Tea Coffee
Boiled Egg	Boiled Egg	Boiled Egg	Egg Bhurjee	Boiled Egg	Boiled Egg	Boiled Egg
Lunch						
Seasonal Veg	Chole Bhature	Soyachap	Aaloo Gobi Matar	Seasonal Veg	Aalu Bhujia	Palak Paneer
Rajma Masala	Bhature	Masoor Dal	Kadhi Pakoda	Dal Fry	Mix Dal	Butter Chicken
Plain Rice	Jeera Aaloo	Egg Curry	Plain Rice	Jeera Rice	Black Chana	Dry Vegetable
Plain Roti/ Chapati	Plain Rice	Plain Rice	Butter Roti	Butter Roti	Butter Roti	Vegetable Raita
Salad	Salad	Butter Roti	Mix Salad	Boondi Raita	Plain Rice	Salad/Chapati
Fruit Custurd	Boondi Raita	Plain Curd	Pickle	Salad	Salad	Fried Rice/Pulao
Rosted Papad	Pickle	Pickle		Pickle		Mix Rice
Snacks						
Beetroot Cutlet	Veg Chowmin	Samosa	Hara Bhara Kabab	Chat Papdi	Bread Roll	Spring Roll
Imli Ki Chutney	Sweet Corn S/W	Veg Grill S/W	Green Chutney	Green Chutney	Bread Butter	Shzewan Chutney
Aalu Chutney S/W	Tea Coffee	Tea Coffee	Imli Ki Chutney	Imli Ki Chutney		
Veg S/W		Green Chutney	Tea Coffee	Tea Coffee	Tea Coffee	Tea Coffee
Tea Coffee						
Dinner						
Potato Chilli	Matar Mushroom	Chilli Panner and Chicken	Bhindi Masala	Plain Dosa	Plain Paratha	Chicken Biryani
Brown Masoor Dal	Moong Dal	Dal Fry	Mix Dal	Masala Dosa	Aalu Tamatar Ki Sabji	Green Chutney
Plain Rice	Plain Rice	Butter Roti/Chapati	Rasam	Shzewan Dosa	Dal Makhni	Kadhni Panner
Butter Roti/Chapati	Butter Roti/Chapati	Salad	Plain Rice	Sambar	Plain Rice	Tandoori Roti
Fried Rice	Manchurian Fried Rice	Pickle	Butter Roti/Chapati	Coconut Chutney	Butter Roti/Chapati	Plain Rice
Salad	Salad	Jeera Rice	Salad	Lemon Rice	Salad	Moong Dal
Pickle	Pickle	Soup	Pickle	Pickle	Pickle	Onion Salad
			Sweet		Sweet	Pickle

Total amount to be charged from Hostel Boarders/Students for Mess: Rs 175/- per day (All inclusive)

Note.

- Variety has to be maintained in Breakfast, Lunch, evening snacks and Dinner on daily basis.
- Dal will comprise of Malka, Arhar, Urad, Channa, Rajma, Black gram, choley or mixture of more than one Dal/Pulses.
- The Dal & Vegetables served in lunch shall not be same repeated in the dinner. Similarly, the dal and vegetables shall not be served on two consecutive days.
- Breakfast, lunch, Evening snacks and Dinner has to be served to the students/staffs in unlimited quantity, however the number of Chapati/ Paratha /Naan shall be restricted to four pieces, Paneer 70 gm per students/meal, Dahi 100 ml and Milk 200ml.
- Mouth freshener (fennel seeds and sugar) and pickle shall be provided with every meal without any extra charge.
- In eggs two quantity shall be provided to each student.
- In chicken 150 grams to each student twice a week.

MENU FOR OFFICIAL EVENTS

Annexure-III

Particular	Rates Fixed (including GST) (in Rs.)
High Tea ● Roasted Kaju (25 grams) ● 2-piece GulabJamun/Rasgulla/2 Kaju Burfi ● Pakora (Paneer/Gobhi/Vegetable etc.) /Samosa/Kachauri/Sandwich/Burger ● Pastry (Blackforest/Chocolate/Vanilla/Strawberry) ● Wafers (uncle chips, lays etc.) ● Juices/ Tea/ Coffee ● Assorted Biscuits	200.00
Snacks ● Pakora (Paneer/Gobhi/Vegetable etc.)/ Samosha/Kachauri/Sandwich/Burger ● Wafers (uncle chips, lays etc.) ● Tea/ Coffee/Soft drinks ● Assorted Biscuits ● Water Bottle (500 ML)	60.00
Normal Tea ● Tea / Coffee – each ● Pakora (Paneer/Gobhi/Vegetable etc.)/ or Samosha/Kachauri/Sandwich/Burger or ● Cake/ Assorted Biscuits	30.00
Vegetarian Lunch/Dinner (Buffet)(Unlimited) ● Two Vegetables (One Seasonal Vegetable and One Shahi Paneer/MalaiKofta/Mushroom/Paneer Mutter etc.) ● Dry Vegetable ● Daal ● Pullav/Jeera Rice, Fried Rice/ Mixed Rice/Plain Basmati Rice. ● Chapati/Tandoori Roti/Nan/Puri ● Salad ● Pappad ● Pickle ● Raita/Plain Curd/Dahi Bhalla ● Sweet dish/ Ice Cream (Branded) ● Mineral Water Bottle – 500 ML	300.00

Non- Vegetarian Lunch/Dinner (Buffet)(Unlimited) ● One Seasonal Vegetable. ● Dry Vegetable. ● Chicken (1/4th)/ Fish-100 gm ● Mutton Kabab/ Rista/Gustaba/ Rogan Josh ● Daal ● Pullav/Jeera Rice, Fried Rice/ Mixed Rice/Plain Basmati Rice. ● Chapati/Tandoori Roti/Nan/Puri ● Salad ● Pappad ● Pickle ● Raita/Plain Curd/Dahi Bhalla ● Sweet dish/Ice Cream (Branded) ● Mineral Water Bottle 500ML	400.00
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I have understood about the meal and evening refreshment. I have also understood the items listed in the menu for Breakfast, Lunch, Evening Snacks & Tea and Dinner and would be able to provide meal as per the quantity and quality mentioned in the tender.

Signature & Seal of the Bidder

Annexure IV
Statement of the existing / present clients of the firm.

S. No.	Name and Address of the firm	Period of contract From - To	Total Years of Experience

Signature & Seal of the Bidder

INFORMATION ABOUT THE BIDDER

Annexure V

While submitting the Tender for running Mess and Canteen Services, the Bidder must submit the following details along with all the required/documents without which the bid will not be considered.

S. No	Description	Details
01	Name of the Bidder/ Company/ Organization	
03	Office address with contact number	
04	Key contact person name	
05	Type of organization/ entity (with supporting document)	
06	Registration details of the organization/entity (with supporting document)	
07	GST number with latest GST clearance	
08	PAN number	
09	License of Shops Establishment	
10	Labour License	
11	EPF and ESIC	
12	FSSAI License (State or Central Type)	
13	ISO Certificate	
14	Experience of running Canteen or Mess Service	
15	Annual Turn-over	1. 2. 3. 4. 5.
16	EMD Amount	
17	Declaration regarding backlisting, no relative working at NIFT Srinagar and Genuiness of documents with Technical Bid.	
18	Copy of Pre-contract Integrity Pact	
19	Declaration regarding to install an automatic chapati-making machine.	
20	Copy of Bank Solvency Certificate.	

21	Declaration of Manpower Deployment for Mess and Canteen Services.	
22	Copy of Tender acceptance letter on their letter head.	

Authorized Signatory: _____

Name: _____

Designation: _____

Firm/Company Name: _____

Seal & Signature: _____

Date: _____

Annexure – VI

Declaration of Manpower Deployment for Mess and Canteen Services

(To be furnished on the bidder's letterhead)

Declaration of Number of Workers Proposed to be Deployed for Mess and Canteen Services

In response to the tender for *Mess and Canteen Services* at NIFT Srinagar, we hereby declare that the following number of workers shall be deployed in the campus after award of the contract, as per tender conditions.

Category of Worker	Number Proposed to be Deployed
Cook(s) (minimum 6)	
Server(s)	
Dishwasher(s) staff	
Other Supporting Staff	
Total (Not should be less than 30 numbers)	

We further declare that the above-mentioned manpower shall be deployed immediately upon award of contract and maintained throughout the contract period, ensuring uninterrupted services as per the terms and conditions of the tender.

Authorized Signatory: _____

Name: _____

Designation: _____

Firm/Company Name: _____

Seal & Date: _____

TENDER ACCEPTANCE LETTER (Annexure VII)

(To be given on Company Letter Head)

[Department User may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the Bidders. This is a sample format, User may revise it as per their Tender Conditions]

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

INTEGRITY PACT:

In order to ensure transparency and probity in public procurement activities, the National Institute of Fashion Technology has adopted and implemented the Integrity Pact (IP) as per the guidelines issued by the Central Vigilance Commission in respect of the procurement of goods/ services costing Rs.1 Crore and above.

The Pact shall be an agreement between the prospective vendor/bidder and the buyer, committing both parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/bidders who have entered into such an Integrity Pact with the NIFT who would be competent to participate in the bidding with the NIFT whenever the value of such contract is equal to or exceeds Rs. 1 crore. Entering into the Integrity Pact as per the Performa (**Annexure-VII**) provided in the tender is a basic qualifying requirement.

The IP envisages the appointment of Independent External Monitors (IEMs) who are eminent and experienced persons of high integrity and reputation to oversee the implementation of IP.

The vendors/bidders signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Any violation of the Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act, 1988 and other Financial Rules / Guidelines etc as may be applicable to the organization concerned.

Pre-contract Integrity Pact (**Annexure-VII**) is to be executed on plain paper with NIFT at the time of submission of Bids. The successful vendor / bidder shall submit duly executed Integrity Pact on Non-Judicial Stamp paper value of **Rs.100/- (Rupees One Hundred only)** for issue of Purchase Order.

ANNEXURE-VIII

(Format of Integrity Pact)

(To be executed on plain paper at the time of submission of bid on **Rs.100/-** Non- Judicial Stamp Paper by successful Bidder (Contractor) prior to signing of Contract Agreement)

PRE CONTRACT INTEGRITY PACT

Between

General:

This pre-contract Agreement (hereinafter called the Integrity Pact) is made at NIFT Srinagar Campus _____ day of the month of _____ between The National Institute of Fashion Technology (NIFT), Srinagar, SIDCO Industrial Estate, Ompora Budgam, J&K-191111 (hereinafter called the “NIFT”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part

And

(Name of Company) _____ represented by
, (Name of authorized person) _____ (Designation) _____ (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the NIFT proposes to procure under laid down organizational procedures, contract/s to provide mess and canteen services at NIFT and the Bidder/Contractor is willing to offer against CPPP Bid No. _____ Dated: _____

WHEREAS the BIDDER is a private company/ public company /LLP/ partnership, constituted in accordance with the relevant law in the matter and the NIFT is the pioneering Institute of Fashion Education in the country under the Ministry of Textiles. Govt of India. It was made a statutory institute in 2006 by an Act of Indian parliament and has 20 full-fledged campuses all across the country.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the NIFT to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the NIFT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of NIFT

The NIFT undertakes that no official of the NIFT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The NIFT will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the NIFT will report to the appropriate Government office any attempted or contemplated breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the NIFT with full and verifiable facts and the same is prima facie found to be correct by the NIFT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NIFT and during such period such officer shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NIFT the proceedings under the contract would not be stalled.

Commitments of BIDDER(s)

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the NIFT, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NIFT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

BIDDERS shall disclose the name and address of agents and representatives and Indian BROKERS shall disclose their foreign principals or associates.

BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The BIDDERS, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments they have made, committed to or intends to make to officials of the NIFT or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the NIFT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the NIFT or alternatively, if any relative of the officer of the NIFT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of application. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NIFT.

Previous Transgressions

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the empanelment process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the empanelment process or the contract, if already awarded, can be terminated for such reason.

Sanctions for Violations

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the NIFT to take all or any one of the following actions, wherever required:

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER (s) would continue.
- b) Performance bond shall stand forfeited either fully or partially, as decided by the NIFT and the NIFT shall not be required to assign any reason thereof
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d) To debar the BIDDER from participating in future bidding processes of the NIFT or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the NIFT.
- e) Forfeiture of performance bond in case of decision by the NIFT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- f) The NIFT will be entitled to take all or any of the actions mentioned at para (a) to (e) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BROKER), of an offence as defined under Chapter XIV of the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any law enacted for prevention of corruption.

The decision of the NIFT to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

NIFT has appointed 2 IEMs (Independent External Monitors hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the NIFT.

The NIFT shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the NIFT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his transaction documents. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

The Monitor will submit a written report to the designed Authority of the NIFT within 8 to 10 weeks from the date of reference or intimation to him by the NIFT / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact, the NIFT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is at Srinagar/Budgam- J&K

Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the NIFT and BIDDER, including warranty period, whichever is later in case BIDDER is unsuccessful, the integrity pact shall expire after six months from the date of signing of the contract.

Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact, at Srinagar/Budgam (J&K) on .

For & On behalf of the BIDDER (Official Seal) Place : Date :	For & On behalf of the NIFT Srinagar (Official Seal) Place : Date :
Witness 1. 2.	Witness 1. 2.