

Dated: 14.11.2023



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, शिलांग

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, SHILLONG

(A Statutory body governed by The NIFT Act 2006 Setup by the Ministry of Textiles, Govt. of India)

(INVITING E-TENDER (TWO BID) FOR PROVIDING CAMPUS CANTEEN SERVICE AT NIFT CAMPUS, SHILLONG)

(Tender No): <u>11757/Pur/NIFT SHL/Tender for Food Service/2018 (PART-II)/02</u> अल्प सूचना निविदा प्रक्रिया के लिए समय सारिणी:

Time schedule for Short Notice tender process:

निविदा अधिसूचना के प्रकाशन की तिथि /Date of publication of tender notification	14 .11.2023
ऑनलाइन निविदा जमा करने की प्रारंभिक तिथि/Starting Date for Online Submission of Tender	14.11.2023
ऑनलाइन निविदा जमा करने की अंतिम तिथि/Closing date for Online Submission of Tender	05.12.2023 at 3:00 PM
के उद्घाटन की तिथि और समय	06.12.2023 at 3:00 PM
निविदाओं की तकनीकी बोली /Date and time of the opening of Technical bid of tenders	
निविदाओंकीवित्तीयबोलीखोलनेकीतिथिएवंसमय/Date and time of the opening of Financial bid	To be informed to technically qualified Bidders separately

Opening Date and Time of Financial Bidding: will be notified to the short-listed bidders only

PREAMBLE / INTRODUCTION

National Institute of Fashion Technology is a Statutory Body governed by the NIFT Act 2006 & setup by the Ministry of Textiles, Govt. of India

Note: 1. NIFT Donations are exempted u/s 80 (G) of Income Tax Act.

2. Being registered with DSIR, NIFT is entitled for Custom/Central Excise duty exemption.

INTRODUCTION

संस्थान के बारे में

ABOUT THE INSTITUTE

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 18centers. It provides four years undergraduate (UG) program in design and technology, two years post graduate (PG)program in design, fashion management & fashion technology and short duration education Program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raibareli, Shillong, Srinagar, Panchkula, and Daman. National Institute of Fashion Technology NIFT, Shillong was established in 2008.

NOTICE INVITING TENDER

The period of contract shall be Initially for a period of one year from the date of award of contract issued by NIFT Shillong and may be renewed annually on the basis of satisfactory performance for a maximum period of three years under the same terms and conditions or with such amendments as may be mutually agreed to, and also subject to the necessary approval of the Competent Authority of NIFT Shillong. However the renewal of contract shall be at the sole discretion of the Competent Authority of NIFT Shillong.

The bid should be addressed to the Director, National Institute of Fashion Technology, Umsawli, Mawpat Shillong- 793012. Bidders are requested to sign on all the pages. The Technical Bid & the Financial Bid (BOQ) in Excel format should be applied online separately. The Technical bids will be opened as per the schedule during which tenderer or its authorized representative(s) may remain present at their discretion.

1. SCOPE OF WORK FOR /CANTEEN CONTRACTOR

- 1. The successful tenderer should be an established caterer and shall be responsible for providing Food & Beverages to the students, staff, officer, faculty and others of the Institute.
- 2. Contractor shall arrange tea, coffee, snacks, lunch, etc. in various official meetings, programmes, seminars and functions organized by the Institute from time to time. In addition, people visiting NIFT in connection with various activities of the Institute may also avail this service.
- 3. The Contractor will be required to provide Breakfast, Lunch and Evening Snacks & Tea at NIFT Campus Canteen, Shillong (Umsawli Mawpat 7983012) as per the following time schedule:

(a) Breakfast :: 8:00 am to 11:30 am
(b) Lunch :: 12:00 am to 03:00 pm
(c) Evening Snacks & Tea :: 04:00 pm to 08:00 pm

In general, the Canteen will remain operational from Monday to Sunday and during holidays also, for supply of Food, Breakfast, Lunch, etc. to the student, employee, guest, etc.

NIFT authority may place order for breakfast/lunch/snacks/foods, etc. for special occasions and for its various events and as may be required from time to time and accordingly the contractor need to arrange & supply the same, contractor should have sufficient worker for providing/serving food service at the venue and based on satisfactory service payment will be made accordingly.

ऑनलाइन बोलियां जमा करने की प्रक्रिया:-

Process of Online Submission of Bids:-

- (a) The interested firms should apply online and submit their tender and the bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids on the https://eprocure.gov.in/eprocure/app (Central Public Procurement Portal). Tender documents is also available for viewing on the "tenders" link of the NIFT website i.e. https://nift.ac.in/shillong/tenders.
- (b) Applications to this tender will be accepted only through the online mode. No other mode of application will be considered & application will not be accepted.

2. GENERAL TERMS AND CONDITIONS

- 1. Please read the terms & conditions carefully before submission/filling up the document. Incomplete tender documents will be summarily rejected.
- 2. The agency/tenderer should have <u>at least Three years</u> of relevant experience/Contract in executing/regarding such service,. providing Canteen/Mess/Restaurants in Higher Educational Institutions of National level or state level or reputed educational institute/govt Sectors/Private (Registered) Restaurants, in the any 3 years of last 5 (Five) preceding years ending 31st March of the last financial year.(i). Attach copy of the Work order and (ii) Attach copy of satisfactory performance service certificate issued by the client.
- 3. The contract for Canteen Service shall be commercial contract and between NIFT & the successful tenderer. There shall be no employer-employee relationship between NIFT and the Tenderer or the staff/personnel deputed by the said contractor.
- 4. All tenderers are required to submit **Earnest Money Deposit (EMD) of Rs.4000**/-(refundable) to be deposited as NEFT in the following Account details of NIFT, Shillong and proof of payment along with A copy of the transaction receipt/ID of Amount transferred to be attached with the tender:
- 1. (NIFT, General Account) Account No. 385002050000002 IFSC Code UBIN0538507, Bank Name Union Bank of India Branch address G S Road, Shillong No interest shall be paid on the said EMD and will be returned after finalization of the tender; however, the EMD of the successful bidder will remain with NIFT and will be forfeited in the following events:
 - a. If information declared/document submitted found false/fake/forged
 - b. If the selected/successful bidder does not accept the W.O., or, unable to provide service
 - c. If the bidder withdraws his bid/quote

Those who are exempted from submitting EMD should submit valid document issued by the concerned authority (viz. NSIC/MSME/Startup etc.).

2. The average minimum annual turnover of the tenderer for the food services for past 02 (Two) years [FY 2020-21, 2021-2022, 2022-23, (any two years)] should not be less than **Rs.15 Lakh in each year.** which should be substantiated by Audit (PL) report by CA, with ITR of the relevant year. NIFT reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the –spot first-hand information regarding the quality of food and service provided by the Tenderer.

Decision of NIFT with regard to award of the contract will depend upon the feedback received by it from the previous/and present clients and also from its team(s) deputed for the purpose. The decision of the Institute in this regard will be final and binding on all bidders.

- 3. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained therein; otherwise the Tender is liable to be rejected.
- 4. The Financial bids submitted by all bidders should be valid for at least for a minimum period of three months (90) Days from the date of opening of Technical Bids.
- 5. Canvassing in any form will make the tender liable to rejection upfront.
- 6. NIFT reserves the right to call upon the tenderer to remove any person employed/working in the NIFT canteen, if found unsuitable for service on account of hygiene or heath or conduct or any other administrative reasons, NIFT reserves the rights to disallow the person not having the identity card.
- 7. If wastage of any resource is found, appropriate penalty will be imposed by NIFT Authorities.
- 8. The Tenderer's crew shall not be allowed to use any other service area situated outside the canteen complex.
- 9. Washing clothes, vehicles etc. are not allowed in the NIFT campus.
- 10. The responsibility for dispose off garbage is solely on successful tenderer.
- 11. Any NIFT officer can do a surprise check during the office time to check the quality of food and hygiene.
- 12. The contractor will do regular pest & flies control at his own cost, advance intimation to be provided to NIFT, authorities before conducting pest control.
- 13. All payments made to contractor will be subject to applicable Tax Deduction at Source.
- 14. Campus Canteen should remain open on all days; also on holidays, if so needed and as directed by NIFT authority.
- 15. The contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing Canteen service in NIFT. Deployment of child labour is strictly prohibited under the law.
- 16. The staff members of the contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- 17. The contractor will, prior to the commencement of the operation of contract, make available to NIFT the particulars of all the staff members who will be deployed at the Institute's premises for running the Canteen. Such particulars, inter alia, should include n a me, Father's Name, age/date of birth, permanent address, etc. with photo identity (voter card, Aadhaar Card, etc.)
- 18. The Staff members of the Campus Canteen, deputed by the contractor, should be in

- uniform which shall be provided by the Contractor at his own cost. They must wear proper uniform and valid ID cards to be issued by the contractor.
- 19. The contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygiene and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining place and surrounding.
- 20. The contractor shall be responsible for conduct and behavior of his staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person deployed by the contractor is unsatisfactory, the contractor shall replace the concerned person immediately under intimation to NIFT.
- 21. The contractor shall keep the Canteen and its surrounding areas clean and ensure hygiene. The cleaning includes cleaning of kitchen, Dining space, Canteen hall, floor, counter, benches, tables, chairs, etc. NIFT management will have 24 hours access to inspect the Canteen premises at any time for ensuring the cleanliness and hygienic conditions of the entire Canteen premises.
- 22. The contractor will use only hygienic raw materials for preparation of various food items. The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Canteen. Any adverse pointed out by such officers/officials during their visit shall be properly attended by the contractor.
- 23. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment's provided by the Institute are damaged. Any damages done to the same or any other property, will have to be repaired/replaced by the Contractor, failing which the same will be got done by NIFT at the contractor's risk and cost. In this regard, the decision of NIFT shall be final and binding on the contractor.
- 24. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's premises, including Canteen. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the contractor.
- 25. Selling of Food materials or any other items from NIFT, premises to outside agency/outsiders is not allowed in any case.
- 26. Vendor should display menu in the Canteen premises and facility for cashless payment such as UPI app based payment option may be made available to the students.
- 27. NIFT shall in no way be responsible for any default with regard to any statutory obligation related to the manpower deputed by the agency/firm.
- 28. The contractor will bring his own tools, Gas Cylinder [commercial], Stoves, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as are needed to render the Campus Canteen Service at his own cost.
- 29. The contractor shall install electronic fly-kill/insect repellent equipment, emergency lighting/ gas and fuel supply at his own cost.
- 30. NIFT will not provide any mode of transport in respect of manpower or any items/materials required for the Canteen Service.
- 31. The furniture and fittings etc. shall remain the property of the NIFT and the Contractor shall be responsible for any loss, theft, misplacement or damage whatsoever for which NIFT shall be at liberty to claim compensation.

- 32. The contractor should take all the safety measures (including fire) while running the canteen. He will keep First Aid box in the canteen mainly for the persons deployed to work in canteen.
- 33. The contractor shall display the daily menu and the rate chart clearly mentioning the rates of all the food articles, soft drinks, tea, coffee and juices, etc. to be sold in the canteen at a prominent place.
- 34. Employee(s) of Canteen contractor will not stay in the Canteen premises during the timing between 11:00 p.m. to 05:00 a.m. (next day) unless otherwise permitted.
- 35. The Contractor shall not engage any Sub-Agent or Sub-Contractor whatsoever for running the Canteen Service.
- 36. Agency (the contractor) shall abide by the Rules and Regulations of the NIFT, as may be enforced from time to time. The Contractor will have to work in close co-operation with others at the site.
- 37. It is recommended that the tenderer may inspect the site any time during working hours on any working day with prior appointment(0364-2308829/68) before submission of bid; no extra shall be payable for lack of knowledge of the site conditions and constraints, if any.
- 38. An agreement on Non-judicial Stamp paper containing all the terms and conditions of the service is to be made by the successful tenderer with NIFT within one month from the date of receiving of work order and the same should be notarized by the contractor at his own cost.
- 39. 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 (0364-2308829/68) in this regard in between 10.00 am to 5.00 pm on any working day). However, NIFT will not entertain or clarify any such query duringpost bid.
- 40. All disputes are subject to Shillong Jurisdiction only.
- 41. Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not
 - involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 42. MII as per instructions contained in the Order's No.P-45021/2/2017-B.E.-II dated 15th June 2017 circulated/issued by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi in pursuance of provision of Rule 153(iii) of General Financial Rule 2017, to encourage "Make in India" and promote manufacturing and production of goods and services in India, preference will be given to local supplier/bidder meeting the criteria prescribed in the above said order. All the instructions mentioned therein will be adhered. No representation/request of

- any firm(s) against the decision taken by the Dept. In pursuance of these orders/instructions will be entertained at any stage on any ground whatsoever it is.
- 43. Preference will be given to MSME/Startups as per Govt of India Latest Notifications. Valid certificate is required to be produced in similar trade in such cases, along with the tender document.
- 44. Service Provider should have functional registered office within the state of Meghalaya, documentary proof to be submitted with the bid, bidders not having functional office in the State of Meghalaya will not be considered. Proof of Rental agreement cannot be considered for office at Consignee state.

3. EVALUATION OF FINANCIAL BIDS

- 1. The Evaluation of bidder would be solely on the ground of higher maintenance charge. Even after qualifying in the technical bid, the financial bid may be rejected if found not in order.
- 2. The contractor should ensure that the items listed in **Annexure-IV** shall be available at the Campus Canteen. The said rates are normal standard rates which the contractor shall charge. However, the said rates are subject to change which may be mutually agreed with justification by the contractor and NIFT. In case any revision in rates the decision of NIFT shall be final and binding on the contractor. Rates should not be charged more than the prevailing Market Rate/MRP of other packing miscellaneous items.
- 3. It may be noted that the students remain away from the campus during breaks in June-July, end December, beginning of the year, during festive seasons (Dussera/Diwali, etc.). Agency should quote rates considering the same. However the service provider will have to provide canteen services to the employees/Guest during the above period also.
- 4. The Institute will provide the following to the Contractor:
 - a. Space for lunch hall, kitchen, service station and store space.
 - b. Tables & Chairs.
 - c. Fans & Lights
 - d. Water supply
 - e. Electricity (Chargeable on actual, for which Electricity bill will be raised on monthly basis).
- 5. The contract will be awarded on the basis of highest maintenance charges (H-1). However, the minimum maintenance charges to be paid by the contractor to NIFT should be not be less than Rs.8000/-+ 18% GST as applicable per month, in addition to the payment of electricity charges as per actual consumption.
- 6. In case of H-I is more than one, the selection criteria [viz. the higher past performance, turnover, etc. would be at the discretion of NIFT. The decision of NIFT, in this regard and for selection of successful bidder in such a situation, will be final in all respect and will be binding on all the tenderers.
- 7. Revision of rate if any may be decided by the Canteen/Mess Committee and the canteen contractor Mutually on the basis of inflation rate. rates decided by the Canteen Committee with selected canteen vendor will be reasonable and competitive/ comparable with similar canteen services in reputed educational institutions in Shillong.

4. SECURITY DEPOSIT

- 1. The contractor shall be required to deposit an amount 5% of the Tender value as Security Deposit immediately within 15 days on acceptance of Work Order in the form of demand draft of nationalized bank/schedulebank only in favour of NIFT, Shillong. No interest shall be paid on such security deposit, which shall remain with the Institute during the continuance of the contract and it shall be released only after two months of expiry or termination of the contract, subject to clearance of all dues by the contractor.
- 2. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the tender, the Security Deposit will be forfeited without prejudice to the NIFT Management's right to proceed against the contractor for any additional damages that the Institute suffers as a result of the breach of the foresaid terms and conditions.

5. MAINTENANCE AND ELECTRICITY CHARGES

- 1. The Contractor will be required to pay to the Institute electricity charges on actual basis, for which sub-meters shall be provided for kitchen and service area. Out of the total bills received by the Institute for electricity consumption, the amount in respect of the units consumed by the Contractor shall be paid by him/her to the Institute.
- 2. The commercial gas connections and it's refilling will be borne by the contractor at his own cost.

6. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

- 1. The employees or the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- 2. The Contractor will, prior to the commencement of the operation of contract, make available to NIFT the particulars of all the employees who will be deployed at the Institute's premises for running the Campus Canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employee.
- 3. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Govt. of India and fulfill all other statutory obligations, such as, Provident Fund, ESI, GST, Workman's Compensation Act/Fatal Accident Act, Personal Injuries etc., whichever is applicable. NIFT will not be responsible for any default w.r.t. statutory default, if any.
- 4. The Contractor shall ensure proper discipline among his/her works and further ensure that they do not indulge in any unlawful activity.
- 5. Employment of child labour is strictly prohibited under law. Therefore, the Contractor will not employ any child.
- 6. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make

good/compensate such claims or damages to the Institute. As a result of the acts of the Contractor, if the Institute is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the Institute or the Institute reserves the right to recover such amount from the payment(s) due to the Contractor while setting his. her bills or from the amount of Security Depositof the Contractor lying with the Institute.

- 7. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment in and around the canteen premises, i.e. cooking place, dining hall and surrounding etc.
- 8. The Campus Canteen staff shall be in uniform with identity card bearing photographs while on duty. The Contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them while on duty.
- 9. The Contractor shall be personally responsible for conduct and behavior of this staff and any loss or damage to Institute's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the Contractor and the said staff shall be replaced immediately under intimation to NIFT. The decision of NIFT in this regard shall be final and binding on the Contractor.
- 10. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.
- 11. The Contractor shall keep the Campus Canteen and its surrounding areas clean and ensure sanitation every day after the service are over. The cleaning includes cleaning of kitchen, Campus Canteen hall, floor, counter, benches, tables, chairs etc. NIFT management will have 24 hour access to inspect the Campus Canteen premises at any time for ensuring the cleanliness and hygiene of the Campus Canteen premises.
- 12. The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Campus Canteen. Any anomaly pointed out by such officers/officials during visits shall be attended to by the Contractor.

- 13. The tenderer shall be required to display the price list of all the food articles, soft drinks, tea coffee and juice sold in the canteen. The prices of the items sold in the NIFT Canteen should not be more than MRP and local market rate. The approved list shall be displayed at proper location within the Campus canteen area by the tenderer.
- 14. The contract shall be solely liable for any miss-happening/casualty including fire explosion etc. happens/occurs during the contract period in the canteen premises and the Contractor shall be entitled to pay compensation to the victim/s if any in the said miss-happening and there will be no liability of NIFT in this regard either towards the Contractor or towards the victims.

7. TERMINATION OF THE CONTRACT

- 1. The Contract can be terminated by either party, i.e., NIFT or the Contractor, after giving three-month notice to the other party extendable 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 of the contract. NIFT's decision is such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
- 2. 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.
- 3. On termination of the Contract, the Contractor will hand over all the equipments/furniture/articles etc., if any, supplied by NIFT, in good working condition to NIFT.

8. PENALTY

1. All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & conciliation Act, 1996 and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purpose of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Shillong. The language of arbitration shall be English.

Penalty

- Any member of the designated Mess/Canteen committee or the Institute can inspect the mess, kitchen orany process without any prior notice to agency. In case of any discrepancy (in terms of quality of food or hygiene) or any case of negligence, appropriate punitive action in terms of financial penalty shall be levied.
- Penalty will be imposed by the institute after giving one warning verbal or otherwise to the contractor to explain his part irrespective of the following:
- Violation of quality parameters of food
- Failure in providing sufficient quantity
- Poor hygiene
- Failure in keeping time schedule
- Violation of non-brands for articles are being used
- Non-availability of complaint register

- Non-availability of Supervisor at Canteen Timing
- Any complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc.) cooked along with food found in any food item
- Any complaint of stones / pebbles
- Hard and/or sharp objects like glass pieces, nails, hard plastic etc
- Food poisoning
- Three or more complaints of unclean utensils in a day
- Meal was not cooked properly, Changes in menu of any meal
- Inappropriate personal hygiene of workers
- Inappropriate behavior of staff employed by Contractor
- Failure to maintain a proper health check-up of the workers
- Absence of proprietor or his manager empowered to take decision from mess committee meetings on due invitation
- In case garbage items are found in waste water discharge and they further hamper the functioning of the drainage system/sewage treatment plant.
 - Turnout/uniform of employees
 - Services non-adherence
 - Three (3) Complaints regarding any of the above points will attract a **Financial Penalty** as per thefollowing rates: -
 - 1^{st} time- Rs.5000+GST, 2^{nd} time- Rs.10,000+GST /- 3^{rd} time- Rs.20,000/-+GST).and in case of further repetition, the Institute can cancel the contract unilaterally without any notice and Security deposit/bank guarantee shall be forfeited.
- Disposal of Waste/Garbage:

The agency will be responsible for garbage disposal and will ensure proper disposal of the collected waste solid/liquid on a daily basis under his own arrangements. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the campus. It shall be the responsibility of the Agency to segregate and dispose off garbage at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum at his own cost.

- 2. If the Institute is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the NIFT will be at liberty to take appropriate necessary steps as deemed fit. A minimum of 3 or more complaints will lead to termination of contract.
- 3. The Tenderer shall not keep the Canteen 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, as it may deem fit.
- 4. If at any time during the period of contract, it comes to the notice of the NIFT that the Agency has mislead the NIFT by way of giving in correct/false information, which has been material in the award of Contract to him/her, the contract shall be liable for termination

- besides other legal action which may be initiated against the Agency or the owner/partners/directors or any person responsible for the affairs of the Agency under law.
- 5. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Centre Location and only the said courts shall have jurisdiction in this behalf at Centre Location and only the said courts shall have jurisdiction to entertain any try such action(s) and /or proceedings to the exclusion of all the other courts.
- 6. The raw material used for cooking may be checked by NIFT Officer at any time and if substandard/unauthorized material is found and after issued three adverse notices, it will be treated as breach of contract and the Director can review the contract. Contractor shall have to abide by the decision of Director.
- 7. The Institute reserves the right to impose penalty [to be decided by the NIFT authority] on the contractor for any lapse in maintaining the quality and the service willfully or otherwise by the contractor or his staff or for any adulteration.

9. OBLIGATIONS OF THE CONTRACTOR

- 1. The Contractor will use only hygienic raw material for preparation of items.
- 2. The Institute will provide to the Contractor space for storing raw material, sitting and serving space, etc. The Institute shall also provide tables and chairs in the serving area as follows:
 - a. Space for lunch hall, kitchen, service station and store space.
 - b. Tables & Chairs.
 - c. Fans & Lightsd. Water supply

 - e. Electricity (Chargeable on actual).
- 3. The Contractor will bring his own tools, cooks, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the Campus Canteen service.
- 4. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the Institute are damaged. Any damages done to the same or any other property will have to be repaired/replaced by the Contractor, failing which the same will be got done by NIFT at the contractor's risk and cost. In this regard, the decision of the designated officer of NIFT shall be final and binding on the Contractor.

5. All work shall be carried out with due regard to the convenience of NIFT. The orders of the concerned authority shall be strictly observed.

NIFT reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever and decision of NIFT in this regard shall be final and binding. No further correspondence in this regard will be entertained.

TECHNICALBID TENDERER TO FILL UP THIS PAGE

Sl.No.	Particulars TENDERER TO FILL UP THIS PAGE	Mention 'Yes'or 'No	Page No.
	Valid Trading License is to be submitted before allotment of Contract/Supply work. The Khasi Hills Autonomous District Council by virtue of the power		
	conferred upon it under paragraph 10 to the Sixth Schedule of the Constitution		
	of India made laws being The Khasi Hills Autonomous District (Trading by Non-		
	Tribals), Regulation, 1954 (as amended) to Control and regulate the Trading by		
	Non- Tribals in the tribal areas of Khasi Hills.		
2.	Preference will be given to MSME/Startups as per Govt of India Latest Notifications. Valid		
	certificate is required to be produced in similar trade in such cases, along with the tender		
	document. Preference requested Yes/No		
3.	Vendor to Comply with MII Make in India as per latest Govt Notification		
4.	Whether "Technical "&, Financial" bids (online) submitted separately.		
5.	Registration under GST & Copy of PAN Card (Certificate to be enclosed)		
	Whether registered with FSSAI Copy of the valid FSSAI Certificate to be enclosed. <i>The contractor without relevant category of FSSAI certificates shall be summarily rejected.</i>		
7.	Registration with shop & Establishment Act and Registration with labor deptt. (Copy to Be enclosed).		
	The agency/tenderer should have <u>at least Three years</u> of relevant experience/Contract in executing/regarding such service, providing Canteen/Mess/Restaurants in Higher Educational Institutions of National level or state level or reputed educational		
	institute/govt Sectors/Private (Registered) Restaurants, in the any 3 years of last 5 (Five) preceding years ending 31 st March of the last financial year.(i). Attach copy of the Work order and (ii) Attach copy of satisfactory performance service certificate issued		
	by the client.		
	The average minimum annual turnover of the tenderer for the food services for past 02		
	(Two) years [FY 2020-21, 2021-2022, 2022-23, (any two years)] should not be less than Rs.15 Lakh in each year. which should be substantiated by Audit (PL) report by CA, with ITR of the relevant year.		
10.	Whether the firm/ Company has ever been black listed by any Govt./Non-Govt.		
	agency. Y/N (Undertaking to be enclosed) in vendors letter head.		
13.	Whether agreed & able to arrange for Crockery, utensil, Cutlery Dining Sets, etc required for running the mess smoothly on accepting the Work order.)		
14.	Whether agreed to abide by all the Terms & Condition of this tender.		
15.	Please specify as to whether Tenderer is sole proprietor/Pvt. Ltd./Partnership firm.		
16.	Whether agrees to pay minimum wages of the Central Government to all employees engaged should be covered under EPF/ESIC (registration Copy to be enclosed).		
17.	Copy of Terms & Condition and every page of the tender duly signed with seal of the firm, in token of acceptance of Terms & Condition & all Under taking as per tender submitted or not.		
18.	Whether the contractor agrees to pay the maintenance charges as per the tender terms		
19.	Service Provider should have functional registered office within the state of Meghalaya, documentary proof to be submitted with the bid, bidders not having functional office in the State of Meghalaya will not be considered. Proof of Rental agreement cann ot be considered for office at Consignee		
	state.		

Signature of the Tenderer & Date with Rubber Stamp

Annexure'-II'

To,

The Director
National Institute of Fashion Technology
NIFT Campus, Umsawli, Mawpat Shillong.

Ref. your tender No.

Sir/Madam,

I/We the undersigned (hereinafter known as "the contractor") hereby apply for grant of contract for running the Mess at NIFT, Shillong at Umsawli, Mawpat.

I/We have gone through all the Terms & Condition and also the schedule of items as enlisted by you in your notice inviting tender for the subject under reference.

I/We, hereby confirm that we have understood all the Terms & Condition and confirm my/our commitment to abide by them. In case of any discrepancy/dispute or wrong/incorrect nomenclature in the schedule, the decision of NIFT shall be final.

I/We also confirm my/our commitment to provide the material as enlisted in the schedule of items with your "Notice Inviting Tender" under reference.

All utensils shall be sterilized each morning before serving any item.

L	/We enclose here with experience certificate duly signed by Principal/Director/Manager of
I	am/we are enclosing here with a NEFT Details
	favour "as EMD. I/We understand that the amount will be forfeited, if the applicant who is awarded
	the contract refuses to accept the contract.
	I/ We understand that I/ We shall have to deposit a performance security deposit as decided by the
	NIFT @ 5% of the contract value as refundable security deposit in favour of NIFT, Shillong before
	signing the "Agreement" in case I am/We are awarded the contract. This deposit will not bear any
	interest and shall be refunded on termination/ End of the contract after adjusting dues, if any.
	In case the contract is awarded to me/us, I/We shall sign an agreement within 15 days of the receipt
	of the letter awarding the contract.

Signature of the Tenderer & Date with Rubber Stamp

Permissible Brands of Consumables

NIFT shall not provide any consumable or non-consumable items including raw materials at the Canteen for the purpose of said service.

ITEM	BRAND
Salt	lodised salt such as Tata, Annapurna, Nature Fresh
Spices	MDH,MTR, JK, Sunrise
Ketchup	Maggi, Kissan, Heinz
Oil	Refined oil such as Sundrop, Nature Fresh, Godrej, Fortune
Pickle	Mother's or Priya or Tops
Atta	Aashirvad, Pillbury, Nature Fresh, Ganesh
Butter	Amul, Britania, Mother Dairy, Sanchi
Bread	Harvest/Britania make/Top & Town/Modern/Avon
Jam	Kissan, Nafed
Milk	Toned milk of Mother Dairy/Amul/other good brand locally available
Paneer	Amul/Mother Dairy/Sanchi
Tea	Brook Bond, Lipton, Tata
Coffee	Filter Coffee
Biscuits	Britania, Parle, Good Day, quality etc.
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell-all varieties, Top & Town, Vadilal
Mixtures/Chips	Haldiram/Bikaner or any top brand
Mineral Water	ISI marked kinley/Bisleri/Ganga
Besan, Dal	Rajdhani,Ganesh
Rice	Basmati
Cold Drinks	Pepsi, Coke etc.
Juices	Real, Tropicana, Maza
Lemon Water	Hello
Sweet	Bikaner, Haldiram, Chhappan Bhog, etc.

The Contractor may use any other brands MII of same quality, only after obtaining prior written approval from the Institute.

Menu/List of Items to be provided by the Contractor ANNEXURE-IV

Appendix: B (Food for Campus Canteen to be served against counterpayment by the individual)

Sl. No.	Menu/Item	Amount including Tax (Rs.)
Break	fast/Snacks	
1	Butter Toast (2 pcs)	20.00
2	Bread Omelet (Bread 2 pcs, one egg)	25.00
3	Atta Roti & Sabji (3 Rotis)	25.00
4	Aloo Paratha (2 pcs.)	30.00
5	Omelette (Single)	12.00
6	Fried Egg/Egg bhujia (Single)	12.00
7	Boiled Egg (Single)	10.00
8	Veg Sandwich (Per pc.) (2 pcs with big size bread]	30.00
9	Singara (Per pc.) Medium Size	10.00
10	Plain Dosa (one no.)	40.00
11	Masala Dosa (one no.)	45.00
12	Idly Sambhar (2 pcs.)	20.00
13	Veg. Chowmein (Full plate)	50.00
14	Veg. Chowmein (Half plate)	25.00
15	Egg. Chowmein (Full plate)	70.00
16	Egg. Chowmein (Half plate)	35.00
17	Chicken Chowmein (Full plate)	80.00
18	Chicken Chowmein (Half plate)	40.00
19	Egg Roll (one no.)	25.00
20	Chicken Roll (one no.)	45.00
21	Vegetable Chop (Per pc.)	10.00
22	Egg Chicken Roll	50.00
23	Chicken Sandwich	50.00
24	Egg Sandwich (Per pc.)	40.00
25	Cheese Sandwich (Per pc.)	35.00
26	Utthapam (one no.)	40.00
27	Sprouts (one container 100 gms.)	30.00
28	Puri Sabji (Per plate) with 4 puries	30.00

29	Dahi Vada (per plate with one vada, big size)	25.00
30	Cooked Maggi	20.00
31	Sambhar Vada (2 pcs) +Nimboo Pani	30.00
32	Papdi Chaat+ Nimboo Pani	30.00
33	Pasta+Nimboo Pani	40.00
34	Maggie+Nimboo Pani	30.00
Norma	al Meals/Lunch/Dinner	
35	Veg. Meal (Rice, Dal, Bhaji, Sabji, Chutney & Papad) (Unlimited)	60.00
36	Egg Meal (Rice, Dal, Egg Curry, Bhaji, Sabji, Chutney& Papad) (Unlimited except egg)	65.00
37	Fish Meal (Rice, Dal, Fish Curry, Bhaji, Sabji, Chutney & Papad) (Unlimited except fish)	70.00
38	Chicken Meal (Rice, Dal, Chicken Curry, Bhaji, Sabji, Chutney & Papad) (Unlimited except chicken)	80.00
39	Mutton Meal (Rice, Dal, Mutton Curry, Bhaji, Sabji, Chutney Papad) (Unlimited except mutton)	150.00
40	Egg Curry (Per plate of 2 pcs.)	30.00
41	Veg Tarka	35.00
42	Egg Tarka (One pcs of Egg.)	45.00
43	Veg. Fried rice (Full plate)	50.00
44	Veg. Fried rice (Half plate)	25.00
45	Egg Fried rice (Full plate)	60.00
46	Egg Fried rice (Half plate)	30.00
47	Chicken Fried rice (Full plate)	70.00
48	Chicken Fried rice (Half plate)	35.00
49	Plain rice (Full plate)	15.00
50	Plain rice (Half plate)	8.00
51	Pao Bhaji (2 pcs Pao)	35.00
52	Phulka Roti (Per pc.)	5.00
53	Tea (Per cup of 60 ml.)	10.00
54	Coffee (Per cup of 60 ml.)	12.00
55	Paratha Plain (Per pc.)	10.00
	Special Veg & Non Veg Menu for Gusts, Jury Members,	
	Guest Faculties & as and when required for NIFT	
56	Events, Programmes Special Veg. Meal (Veg. Fried Rice/Normal Rice, Roti, fry Papad, Dal Makhani, ShahiPaneer, Sabji, Salad, chatni one Sweet curd/Sweet)	150.00
57	Special Non-Veg. Meal (Fried Rice/Normal Rice, Roti, fry Papad Dal Makhani,	180.00

	Chicken Curry, Sabji, Salad, chatni one Sweet curd/sweet)	
58	Special Non-Veg. Meal (Fried Rice/Normal Rice, Roti, fry Papad, Dal Makhani, Fish Curry, Sabji, Salad, chatni one Sweet curd/sweet)	160.00
59	Yellow veg Pulao (per plate)	60.00
60	Chicken Curry (Per plate of 4 pcs.)	65.00
61	Veg. Manchurian (Per plate of 4 pcs.)	55.00
62	Veg. Manchurian (Per plate of 2 pcs.)	30.00
63	Chilly Chicken (Per plate of 4 pcs.)	70.00
64	Chilly Chicken (Per plate of 2 pcs.)	40.00
65	Chicken Manchurian (Per plate of 4 pcs.)	65.00
66	Chicken Manchurian (Per plate of 2 pcs.)	35.00
67	Khichdi (per plate) with Sabji, Potato, Cauliflower, Cabbages, etc.)	45.00
68	Chana Masala (Full plate)	30.00
69	Matar Paneer (Full plate)	50.00
70	Rajma	35.00
71	Sweet Curd (100 gms.)	MRP
72	Lassi (Per glass) (Handmade)	25.00
73	Lassi (Branded)	MRP
74	Cold Coffee (Per cup of 100 ml.)	25.00
75	Chola + Bhature (2)	40.00
76	Kheer per Bawl	30.00
77	Kaali Daal	25.00
78	Kaala Chana	25.00
79	Soyabean Chilly	30.00
80	Veg Kofta (2 pcs)	35.00
81	Custard	30.00
82	Ice-Cream	MRP

Fruits (viz. Banana, Guava, Apple, etc.) may be provided as per prevailing market price in consultations with concerned NIFT Committee/official(s).

NIFT, Authority have the right to add/remove OR change the Menu/list of items as per requirement & NIFT authority have right to order items which is not available in the list as per requirement of the Institute at any point of time.

Fruits (viz. Banana, Guava, Apple, etc.) may be provided as per prevailing market price in consultations with concerned NIFT Committee/official(s).

Financial Bid TO BE APPLIED ONLINE ONLY (In BOQ Format online provided)

Name of Service: Campus Canteen service

Maintenance Charges:
(Minimum Maintenance charges: Rs.8000.00+ (18% GST) =9440/- per month)
"I/we(
) on behalf of M/s
undertake to carry out the above service and willing to pay the Maintenance Charges
of (BOQ)Rs <u>TO BE APPLIED ONLINE ONLY</u> + GST of Rs TO BE APPLIED
ONLINE ONLY_per month.

NOTE:

The selection of bidder would be solely on the ground of higher maintenance charge. The maintenance charges should NOT be less than Rs. 8000.00+1440 (18% GST)=9440/- per month, bid of the such bidders quoting less will be rejected automatically.

Electricity Charges will be additional and on actual (monthly Consumption basis)

GST is subject to change and will be considered as may be fixed by the Govt. from time to time.