



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): 11757/Pur/NIFT SHL/Tender for Food Service/2018 (PART-II)/NS-3

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	15.07.2022
ऑनलाइन निविदा जमा करने की प्रारंभिक तिथि /Opening date for Online Submission of Tender	15.07.2022
ऑनलाइन निविदा जमा करने की अंतिम तिथि/Closing date for Online Submission of Tender	05.08.2022 at 2:00 PM
निविदा दस्तावेज प्राप्त करने की अंतिम तिथि/Last date for receipt of tender document	05.08.2022 at 2:00 PM
के उद्घाटन की तिथि और समय	08.08.2022 at 3:00 PM
निविदाओं की तकनीकी बोली /Date and time of the opening of Technical bid of tenders	
निवदाअक्तिविचाविष्यावायाखावनकातिविष्वसम्प/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 THEINSTITUTE

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 17centers. 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 and Panchkula. National Institute of Fashion Technology NIFT, Shillong was established in 2008.

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NOTICE INVITING TENDER

NIFT, Shillong invites tender under <u>two bid systems</u> for <u>"Campus Canteen Service"</u> from eligible reputed Firms/Agencies to run Canteen Service to NIFT, Shillong Permanent Campus for a period of 1(one) Year (Extendable up to 2 (two) more years) depending on the satisfactory performance of the Contractor.

The bid should be addressed to the Purchase Officer, National Institute of Fashion Technology, Umsawli, Mawpat Shillong- 7983012. Bidders are requested to sign on all the pages. The Technical Bid & the Financial Bid should be applied online separately. The Technical bids will be opened as per the schedule during which tenderer or its authorised 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. Normally the contractor shall not serve tea/coffee. However, he may 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 these 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 :: 08:00 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, 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 and payment will be made accordingly based on satisfactory service.

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-all duly signed 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 Contract shall be initially for one year and may be extended/renewed for further periods of two more year subject to satisfactory service.
- 3. The agency/tenderer should have <u>at least Two years</u> of relevant experience/ Contract in executing/regarding such service, (Continuous supply at least minimum 60 days in a year). Providing Canteen/Mess in Higher Educational Institutions of National level or state level or reputed educational institute/govt Sectors in the any 2 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.
- 4. 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.
- 5. All tenderers are required to submit **Earnest Money Deposit (EMD) of Rs.4000/**(refundable) in the form of Demand Draft (should be drawn beyond the date of notification of this NIT) in favour of NIFT Shillong payable at 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.).

- 6. The average minimum annual turnover of the tenderer for past 02 (Two) years [FY 2019-20, 2020-2021, 2021-22, (any two)] should not be less than **Rs.15 Lakh in each year** which should be substantiated by Audit (PL) report by CA. ITR of the same to be submitted.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. Canvassing in any form will make the tender liable to rejection upfront.
- 11. 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.
- 12. If wastage of any resource is found, appropriate penalty will be imposed by NIFT Authorities.
- 13. The Tenderer's crew shall not be allowed to use any other service area situated outside the canteen complex.
- 14. Washing clothes, vehicles etc. are not allowed in the NIFT campus.
- 15. The responsibility for dispose off garbage is solely on successful tenderer.
- 16. Any NIFT officer can do a surprise check during the office time to check the quality of food and hygiene.
- 17. The contractor will do regular pest & flies control at his own cost.
- 18. All payments made to contractor will be subject to applicable Tax Deduction at Source.
- 19. Campus Canteen should remain open on all days; also on holidays, if so needed and as directed by NIFT authority.
- 20. The contractor shall be responsible for engaging adequate number of trained/semitrainedmanpower required for providing Canteen service in NIFT. Deployment of child

labour is strictly prohibited under the law.

- 21. The staff members of the contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- 22. 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.)
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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 NIFT shall be final and binding on the contractor.
- 29. 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.
- 30. Vendor should display menu in the Canteen premises and facility for cashless payment is to be adhered

- 31.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.
- 32. 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.
- 33. The contractor shall install electronic fly-kill/insect repellent equipment, emergency lighting/gas and fuel supply at his own cost.
- 34. NIFT will not provide any mode of transport in respect of manpower or any items/materials required for the Canteen Service.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. Contractor must ensure daily removal of canteen garbage from the canteen premises to allotted area. However, the garbage, before disposing off, may be checked by security personnel.
- 39. Employee(s) of Canteen contractor will not stay in the during the timing between 11:00 p.m. to 05:00 a.m. (next day) unless otherwise permitted.
- 40. The Contractor shall not engage any Sub-Agent or Sub-Contractor whatsoever for running the Canteen Service.
- 41. 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.
- 42. It is strongly recommended that the tenderer may inspect the site any time during working hours on any working day with prior appointment(0364-2308826/50) before submission of bid; no extra shall be payable for lack of knowledge of the site conditions and constraints, if any.
- 43. 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 workorder and the same should be notarized by the contractor at his own cost.

- 44. 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 (0364-2308826/50) in this regard in between 10.00 amto 5.00 pm on any working day). However, NIFT will not entertain or clarify any such query duringpost bid.
- 45. All disputes are subject to Shillong Jurisdiction only.
- 46. Valid KHADC Trading License: The requirement for the KHADC Trade license was based from the United Khasi-Jaintia Hill District (Trading by Non-tribal) regulation Act 1954 (Under 6th Schedule) under the sub-para Control of Trading By Nontribal 'No person other than a tribal resident in the district shall carry on wholesale or retail trade or business within the Khasi Hills Autonomous District except under a license issued in that behalf by an officer of the District Council duly authorized by the Executive Committee under provisions of this Regulation and the Rules made there under. So as per the above rule all the Non-tribal firm must possess the KHADC Valid Trading License, at the time of submission of Tender. (Exemption if any proof of the same to be provided)
- 47. 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.
- 48. 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.
- 49. Preference will be given to MSME/Startups as per Govt of India Latest Notifications. Valid certificate is required to be produced in such cases, along with the tender document.
- 50. Service Provider should have functional 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. 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 and the rates of the items may be decided by the canteen committee and the canteen contractor mutually. 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. <u>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 during the above period also.</u>
- 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).
- 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 <u>less than Rs.8000/-+ GST as applicable per month</u>, in <u>addition</u> to the payment of <u>electricity charges</u> as per actual consumption.
- 6. In case of H-I is more than one, the selection criteria [viz. the 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 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 with in 5 days on acceptance of Work Order in the form of demand draft of nationalized bank/schedule bank 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 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 heath 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 Contractor shall get the prices of all items approved by the Campus Canteen Committee and no changes, what-so-ever shall be made without prior written approval of this committee. 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 and shall be approved by the committee of NIFT officials on regular basis. 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. 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 Centre Name. The language of arbitration shall be English.
- 2. If the Institute is not satisfied with the quality of eatables served, service provided or behavior of the contractor of 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.
- 3. 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.
- 4. 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.
- 5. 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 & Lights
 - d. 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

S.No.	Particulars	Mentior 'Yes' or	Page No.
	KHADC Trading License:-The requirement for the KHADC Trade license was based from the United Khasi-Jaintia Hill District (Trading by Non-tribal) regulation Act 1954(Under 6 th Schedule) So as per the above rule all the Non-tribal firm must possess the KHADC Trading License before applying for the tender Non-submission of the valid KHADC License bid of the such bidder will not be accepted. Valid KHADC License to be produced at the time of submission of Tender. (Exemption if any proof of the same to be provided)		
2.			
3.	8		
4.	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>		
	Registration with shop & Establishment Act and Registration with labor deptt. (Copy to Be enclosed).		
	The agency/tenderer should have <u>at least Two years</u> of relevant experience/Contract in executing/regarding such service, (continuous supply at least minimum 60 days in a year). providing Canteen/Mess in Higher Educational Institutions of National level or state level or reputed educational institute/govt Sectors in the any 2 years of last 5 (Five) preceding years ending 31st March 2022 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 past 02 (Two) years [FY 2019-20, 2020-2021, 2021-22, (any two)] should not be less than Rs.15 Lakh in each year which should be substantiated by Audit (PL) report by CA. ITR of the same to be submitted.		
8.			
9.	Whether agreed & able to arrange for Crockery, utensil, Cutlery Dining Sets, etc required for running the mess smoothly on accepting the Work order.)		
10	Whether agreed to abide by all the Terms & Condition of this tender.		
11			
12	engaged and should be covered under EPF/ESIC (registration Copy to be enclosed).		
13	of the firm, in token of acceptance of Terms & Condition & all Under taking as per ten submitted or not.		
14	Whether the contractor agrees to pay the maintenance charges as per the tender terms		
15	Service Provider should have functional office within the state of Meghalaya, documenta proof to be submitted with the bid.		

Signature of the Tenderer & Date with Rubber Stamp

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.

I	/We enclose here with experience certificate duly signed by Principal/Director/Manager of
I	am/we are enclosing here with a DD bearing No
	Branchfor Rs. 4000/- (Rupees Four Thousand only) drawn in favour of
	"National Institute of Fashion Technology" payable at "Shillong "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

Annexure'-III'

UNDERTAKING

I/We				
S/o		R/o		
Permanent add	ress) solemnly	state that I/ We have not so		
by any of the in	stitutions/offic	es in which I/We have work	ea/run mes	SS.
Date this day of	-			
		Signature of contra	actor (Full s	ignature of
		the Tenderer with	seal of the	Agency)
	Date:			
	Place:			

Tentative Menu ANNEXURE-IV

Sl No	List Menu <u>Breakfast/Snacks</u>	Rates to be decided by the Canteen Committee with selected canteen vendor.
1	Butter Toast	vendor.
2	Bread Omelet	
3	Aloo Paratha	
4	Omelette (Single)	
5	Fried Egg/Egg bhujia (Single)	
6	Boiled Egg (Single)	
7	Veg Sandwich (Per pc.)	
8	Singara (Per pc.)	
9	Plain Dosa (one no.)	
10	Masala Dosa (one no.)	
11	Idly Sambhar (2 pcs.)	
12	Veg. Chowmein (Full plate)	
13	Egg. Chowmein (Full plate)	
14	Chicken Chowmein (Full plate)	
15	Egg Roll (one no.)	
16	Chicken Roll (one no.)	
17	Vegetable Chop (Per pc.)	
18	Egg Sandwich (Per pc.)	
19	Cheese Sandwich (Per pc.)	
20	Utthapam (one no.)	
21	Sprouts	

45	Tea (Per cup of 60 ml.)	
46	Coffee (Per cup of 60 ml.)	
47	Paratha Plain (Per pc.)	
48	Special Veg. Meal (Veg. Fried Rice, Roti,Dal Makhani, Shahi Paneer,Sabji, Salad, chatni one Sweet)	
49	Special Non-Veg. Meal (Fried Rice,Roti, Dal Makhani, Chicken Curry,Sabji, Salad, chatni one Sweet)	
50	Plain Roti (per plate) of 4 Pcs with Sabji	
51	Chicken Curry (Per plate of 4 pcs.)	
52	Veg. Manchurian (Per plate of 4 pcs.)	
53	Veg. Manchurian (Per plate of 2 pcs.)	
54	Chilly Chicken (Per plate of 4 pcs.)	
55	Chilly Chicken (Per plate of 2 pcs.)	
56	Chicken Manchurian (Per plate of 4 pcs.)	
57	Chicken Manchurian (Per plate of 2 pcs.)	
58	Khichdi (per plate)	
59	Chana Masala (Full plate)	
60	Matar Paneer (Full plate)	
61	Rajma	
62	Egg Tarka	
63	Chicken Fried rice (Full plate)	
64	Chicken Fried rice (Half plate)	
65	Sweet Curd (100 gms.)	
66	Lassi (Per glass	
67	Cold Coffee (Per cup of 100 ml.)	
68	Chola + Bhature (2)	

69	Kheer	
70	Kaali Daal	
71	Kaala Chana	
72	Soyabean Chilly	
73	Veg Kofta	
	Note: Any Items not added in the list will be added on recommendation of the Mess Committee with due intimation to the Vendor.	

Reasonable price for the same will be decided by Mess Committee after awarding of contract to qualified bidder.

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

Name of Service: Campus Canteen service

Maintenance Charges:

(Minimum Maintenance charges: Rs.8000.00+ 1440.00 (18% GST)=9440/- per	mont	h)	
"I/we() on	beha	lf of	
M/s undertake to carry out	the	above	
service and willing to pay the Maintenance Charges of Rs TO BE APPI	JED C	<u>ONLINE</u>	
<u>ONLY</u> + GST of Rs TO BE APPLIED ONLINE ONLY per month.			
NOTE:			
The maintenance charges should NOT be less than Rs. 8000.00+1440 (18% G month, bid of the such bidders will be rejected automatically.	ST)=9	440/- per	
Electricity Charges will be additional and on actual (monthly basis)			

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