



राष्ट्रीय फैशन टेक्नालॉजी संस्थान

सांविधिक संस्थान निफ्ट अधिनियम 2006, द्वारा शासित और
वस्त्र मंत्रालय, भारत सरकार द्वारा स्थापित

NATIONAL INSTITUTE OF FASHION TECHNOLOGY

A Statutory Institute under the NIFT Act, 2006 and
set up by the Ministry of Textiles, Government of India



फाइल संख्या: 2300(132)/निफ्ट/डीसी/कैंटीन/2016/भाग1

निफ्ट दिल्ली परिसर में कियोस्क और कैफेटेरिया को चलाने के लिए रुचि की अभिव्यक्ति हेतु आमंत्रण/

**INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR RUNNING KIOSK AND
CAFETERIA SERVICES AT NIFT, DELHI CAMPUS**

Not Transferable

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, दिल्ली परिसर हाज खास नई दिल्ली में संस्थान के छात्रों और कर्मचारियों के लिए कियोस्क और कैफेटेरिया चलाने के लिए अनुभवी और कार्यकुशल सेवा प्रदाताओं से रुचि की अभिव्यक्ति (EOI) आमंत्रित करता है। ईओआई को ईमेल के माध्यम से भी प्रस्तुत किया जा सकता है;

Schedule No.	Brief description of Services	Quantity	EMD
1.	RUNNING CANTEEN KIOSK	01	Not Applicable
2.	CAFETERIA SPACE (without kitchen for ready to eat items)	01	Not Applicable

Starting date receiving of EOI documents:	From 10.07.2019 to 22.07.2019 during office hours
Closing date and time for receipt of EOI document. (through email) (Email id : admin.delhi@nift.ac.in)	22.07.2019 upto 2.30 PM
Date and time of EOI opening	22.07.2019 at 3.00 PM.
Place of opening of EOI	NIFT, Delhi Campus, Hauz Khas, New Delhi, 110016

1. The agencies will ensure that EOI should be duly signed and complete in all respects and may be sent to the aforementioned email id on or before the closing date and time indicated above. The EOIs received after due date and time will be treated as rejected.

2. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the Institute, the EOI will be received/ opened on the next working day at the designated time.

डिजाइन मैनेजमेंट और टेक्नालॉजी का सर्किप्ट संस्थान
An Institute of Design, Management and Technology
(An ISO 9001: 2015 certified Institute)

3. The agency should furnish the agency's name, full postal address (Office), Phone Number; Name of the authorized contact person and e-mail address etc.
4. The agency should not have been blacklisted /debarred by Government of India, any State Govt. or any PSU. in any manner and an undertaking should be submitted along with the documents, to this effect.
5. Participants are required to stamp and provide their authorized signature on every page of the E.O.I. document and all the supporting documents submitted as a token of acceptance to the mentioned terms and conditions. (Terms & Conditions- Annexure-1).
6. Interested agencies have to submit attested copies of various license certificates like Trade License, GST Registration Certificate, FSSAI Licence and other registration certificates as required as per the prevalent Prices & Registrations of the Delhi Govt. / Govt. of India with their application.
7. The Selection of the agency will be on the recommendation of Canteen Committee and further approval of Competent Authority. Therefore, in this regards, it is to inform that the Committee will inspect the Kitchen and Canteen Services of all participated agencies.
8. संस्थान द्वारा परिसर में पहले से ही संचालित कियोस्क / कैंटीन आदि सेवा प्रदाताओं के ईओआई पर विचार नहीं किया जाएगा।
9. किसी भी स्तर पर कोई भी कारण बताए बिना किसी भी या सभी ईओआई को अस्वीकार करने का अधिकार संस्थान के पास सुरक्षित है।
10. इच्छुक एजेंसियां 10:00 से 04:00 बजे तक कार्यकरी घंटो के दौरान EOI जमा करने से पहले संस्थान के कैन्टीन स्थल का निरीक्षण कर सकते हैं।

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(संयुक्त निदेशक)
निफ्ट, दिल्ली परिसर,
हौज़ खास, गुलमोहर पार्क के पास,
नयी दिल्ली- 110016,
दूरभाष. (+) 011-26542159, 2161
ईमेल: admin.delhi@nift.ac.in

TERMS & CONDITIONS OF CONTRACT

Scope of Contract

1. The contract comprises the necessary arrangement of all raw materials required for the preparation of snacks besides the beverages, sweets, lunch, preparation of items mentioned in the menu, and serving the prepared articles to the customers, including provision of all materials, equipments for preparation and serving of the articles. This will also include transportation, cost of materials and labor. The contractor shall make his own arrangement for safe storage of materials and Safe accommodation for its staff etc.

Definitions:

2. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.
 - a. "Canteen Committee" means "Canteen Committee" constituted by the Director of the Institute.
 - b. "Contractor" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the contractor's personal representative, successors and permitted assigns.
 - c. "Director" means the Director of the National Institute of Fashion Technology, Delhi Campus.
 - d. "Institute" means the National Institute of Fashion Technology, Delhi Campus through its Director or his representative.
 - e. "Director" means the Director of the National Institute of Fashion Technology, Delhi Campus who directs and administers the contract.

Documents Forming the Contract

3. Appendix A, i.e., terms and conditions of the contract, the schedule of quantity, application/declaration in Annexure 1 and prices filled in Annexure 2, and the letter containing offer of award of contract issued by the Institute to the successful contractor shall be integral part of this contract.

Duration of the contract:

4. The duration of contract will be for **one year** from the date of award of the contract.

Monthly Maintenance Charges, Electricity Charges & Other Provisions for Licensed premises:

5. The contractor shall be liable to pay the monthly maintenance charges regularly by 7th of each successive month. The monthly maintenance charges is presently at the rate of **Rs. per month plus GST 18% extra** for the canteen space (inclusive of water charges).
6. Besides, the contractor shall also be liable to pay the electricity charges on actual consumption basis to the Administration Department at the then prevailing rates i.e. Rs. 11/- per unit along with the payment of monthly maintenance charges or within one week of intimation of electricity charges. For the purpose, there shall be a meter installed in the canteen by the Institute. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid at the then prevailing rates.
7. In case of failure to pay the monthly maintenance & electricity charges within stipulated time, the contractor shall be liable to pay penalty to the sum of **Rs. 100/- per day upto 15 days failing which the vendor has to pay penalty Rs. 5000/- per month** over and above the monthly maintenance charges on cumulative basis towards delay charges.
8. Non-payment of monthly maintenance charges and the electricity charges shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute.
9. The contractor shall use the premises ONLY for which it has been given permission by the Institute under the contract. The use of the premises for any other purposes will lead to the suspension/termination of the contract.
10. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Director/Joint Director whatsoever. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

Assignment & Subletting:

11. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.
12. If at any time, it is detected/noticed that the canteen has been sublet or assigned to any other entity by the contractor, the Institute would be at liberty to terminate the contract forthwith without giving any time to the contractor and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
13. The entire business of the canteen shall be carried out in the name and at the behest of the contractor.

14. The contractor or his authorized/competent representative whose intimation would be provided in writing in advance to the Director, shall at all times be available in the canteen and the business of the canteen shall not be carried out by any other person/ entity under any circumstances whatsoever.
15. In normal course, the contractor or his authorized competent person should be available in the canteen. However if for any reason, the contractor is not in a position to be available in the canteen consecutively for more than 3 days, a prior permission will have to be obtained from the Director, failing which, it will be deemed that the contractor has violated an essential condition of the contract and the contractor may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

Canteen Timing, Menu, Prices, Facilities and Services etc.

16. The canteen shall operate from 08:00 a.m. to 09:30 p.m. running the canteen beyond 09:30 p.m. shall be carried out only with the prior permission of the Administration Department.
17. The Canteen shall operate on all seven days of the week and there shall be no holiday under any circumstances, same with the prior instructions/approval of the Director.
18. All items mentioned in Annexure-2 must be available during the canteen working hours. However, the Institute through Canteen Committee may add or delete any number of items to the menu/Annexure-2 either suo-moto or on recommendation of Administration In-charge. All the orders in this behalf shall be issued by the Administration In-charge.
19. All necessary furniture and other infrastructure (not including kitchen & service area) in Canteen area shall be provided by the Administration Department on behalf of the Institute.
20. Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed at a prominent place. First aid measures should also be available for emergencies.
21. Small set of services/items for sale along with the price list should be prominently displayed in legible font. Printed price menu should also be available at service counters. All items in price list should be made available to the customer.
22. The Contractor shall have to provide proper and smooth services to the customers to their satisfaction.
23. Any loss to the Campus and its property with regard to the services provided by the contractor shall be the responsibility of contractor. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereto.
24. All the items prescribed as per the agreement should be made available at all times. Permission for any alteration, addition or deletion should be obtained from Administration Department along with the prices of respective items.

Liability of GST and Other Taxes

25. The contractor shall be absolutely liable for payment of GST to the respective department on items sold in the canteen. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
26. The contractor shall further be liable to pay to the Institute GST at the rate applicable from time to time on the Monthly Maintenance Charges payable by it. The GST shall be payable over and above the Monthly Maintenance Charges and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.
27. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said canteen or in other places of the campus.
29. The contractor shall not make any addition or alteration to the building of the said Shop / premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Administration Department in this behalf.

Quality, hygiene & cleanliness:

30. The contractor shall maintain the highest quality in preparation of articles, constant supply of cold drinking water & availability of fresh items. There shall be no compromise in regard to the quality of items to be sold in the Canteen premises under any circumstances whatsoever.
31. The contractor shall maintain full hygienic conditions in the Canteen, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Canteen. The contractor shall also have to make his own arrangements for safe storage of materials including the food items.
32. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
33. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done regularly every month without fail.
33. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the canteen at any cost.
34. Usage of plastic bags is a strict NO and the same shall not be used any under circumstances, whatsoever. Instead use of Paper bags/plates/cups/etc. is encouraged. Cloth bags may be made available for users (at nominal charges).

Directives of Canteen Committee and Administration In-charge

35. The contractor shall carry out the work in accordance with this contract and the directives of Administration In-charge and to the satisfaction of the Director through the Canteen Committee. The Canteen Committee may, from time to time, issue further instructions, detailed directions and explanations in regard to:

- a. The variation or modification in the menu of eatables including additions/omission or substitution.
- b. The removal from the site of any material thereon by the contractor and the substitution of any other materials thereon.
- c. The removal from the work of any person employed there upon in terms of the provision provided hereafter.
- d. Inspection of raw materials, other equipment and utensils.
- e. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

Fuel for Cooking:

36. The Contractor shall use only the LPG/Induction for cooking and no other fuel and it is a must. Accordingly, the contractor shall ensure obtaining commercial LPG Cylinders connection. (Compulsory for that contractor who have allocated the Kiosk with Kitchen while Kiosk without Kitchen will use only Induction)

Deployment of Workmen

37. The contractor shall employ in running the canteen only such persons as are careful, skilled, experienced in their trades, dutiful, sober, and well behaved and rules compliant.
38. Worker(s) in the canteen shall be deployed after his/her deployment is cleared by the Administration In-charge and for this purpose, the contractor shall provide the details of them in the given format with police verification of workers.
39. The contractor shall neither employ any child labour nor any worker who is below 18 years of age under any circumstances.
40. No female employee shall be allowed to work in the canteen during night i.e. after 9:30 pm.
41. All the workers shall invariably carry their ID Cards (to be provided by the contractor at its own costs and approved by Administration In-charge) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
42. The bearers for servicing in Canteen will have to be provided uniforms with cap by the contractor during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner the uniforms during working hours.
43. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
44. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.

45. The contractor shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.
46. The contractor shall be solely and absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities. The Institute shall have nothing to do with that.
47. The contractor shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non responsible action on the part of its workers, whether deliberate or otherwise.

Compliance of Statutory Obligations and Other Provisions

48. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
49. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
50. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.
51. On award of contract, a copy of FSSAI License should be submitted to the Administration Department by the contractor forthwith.
52. The Contractor shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the contractor's failure, as well as the Institute's monthly maintenance charges, electricity charges and other dues etc. The contractor shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the contractor's security deposit.

53. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the contractor or for its illegal actions, the Institute would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
54. The contractor would comply with all guidelines/instructions issued by the Administration In-charge in consultation with the Canteen Committee besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.
55. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

Security Deposit

56. The contractor shall have to deposit **three months rent in the form of Security deposit** through Demand Draft drawn in favor of "National Institute of Fashion Technology" payable at New Delhi, of any nationalized bank and which should be valid till three months. No interest will be paid to contractor for security deposit during the contract period. After completion of Contract Security deposit will be given to the contractor within three month.
57. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the contractor shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through another FDR deposit as aforesaid.
58. In case of, in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
59. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

Complaint Mechanism

60. The contractor shall maintain a complaint book in the canteen wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Administration In-charge through the Administrative staff for necessary action.

61. The complaints shall be removed or dealt with by the contractor on priority basis on issues that concern the contractor and a compliance report thereon, shall be submitted to the Administration Department along with the production of complaint book.
62. The contractor shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at behest of the Canteen Committee. Such penalty or fines shall be imposed through the Administration In- charge according to the nature of the complaints. The first penalty in such case would be to the tune of Rs. 1000/-, Rs. 2000/-, the second time and Rs.5000/-, the third time.
63. However if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

Termination of contract:

64. Either party may terminate the contract by giving 30 days notice in writing to the other party without assigning any reasons, whatsoever.
65. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
66. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant peaceful possession of the licensed premises within 07 days of contract coming to an end. Failure to handover the vacant peaceful possession of the premises as aforesaid, would render the contract to pay a penal rent to the Institute @ **Rs.500 per day+18%GST** or at such higher rate as the Institute may deem appropriate at its absolute discretion. The penal rent under no circumstances shall be subject to question and it is the specific term of this contract.
67. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to challenge. All the goods belonging to the contractor in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non handing over its possession to the Institute as aforesaid.

Contract Documents and their interpretations

68. The original agreement shall remain with the Institute while a photocopy thereof may be hand by the contractor, if it so wishes.
69. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

70. Disputes:

- a. If any dispute (s) or difference (s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Campus Director, NIFT – Delhi Centre.
- b. In the event no amicable resolution or settlement is reached between the parties within 30days after receipt of notice by one party, then the disputers or differences are detailed above shall be referred to and settled by the sole Arbitrator to be appointed by Campus Director, NIFT- Delhi Centre.
- c. The arbitration proceeding shall be in accordance with the prevailing Arbitration and conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- d. The venue of the arbitration shall be New Delhi, India & the language of arbitration shall be English. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- e. The arbitrator shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief.
- f. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent- lite interest during arbitration proceeding.

Jurisdiction

71. All matters and disputes under this contract shall be subject to the jurisdiction of New Delhi Courts only.