



NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

Tender Cost – Rs354/-

TENDER DOCUMENT FOR RUNNING CAFETERIA SERVICES NIFT KANNUR

NIFT Campus, Dharmasala, Mangattuparamba,
Kannur, Kerala. Pin - 670 562

No: 12169(7)/NIFT/KNR/ADMN/Cafeteria Service/2018DATED: 01.02.2018

Time schedule for tender process:	
Sale of tender document commence from	02.02.2018 (10.00 hours)
Last date for Sale of tender document	26.02.2018 (12.00 hours)
Last date for receipt of duly filled in tenders document	26.02.2018 (17.00 hours)
Date and Time of the opening Technical Bids	27.02.2018 (15.00 hours)
Date and Time of the opening Financial Bids	will be notified to the technically qualified tenderers

Note: This tender document contains 15 pages and bidders are requested to sign on all the pages. The duly filled in bid should be sealed by the bidders and super scribed as "Tender for running Cafeteria Services".

Web ID: <http://www.nift.ac.in/kannur/tenders>

**NATIONAL INSTITUTE OF FASHION TECHNOLOGY**

NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin - 670 562.
Tel: (0497) 2756499

**TENDER NOTICE FOR RUNNING CAFETERIA SERVICES AT
NIFT CAMPUS, KANNUR**

National Institute of Fashion Technology (NIFT), Kannur invites sealed tenders for running cafeteria services in its campus at NIFT Campus, Dharmasala, Mangattuparamba, Kannur.

The tender document shall be available **from the 02.02.2018 during all working days upto 26.02.2018, 12.00 hours** on payment of **Rs.354/-(300+54 GST @18%)(non-refundable)** by cash / demand draft in favour of "NIFT KANNUR" payable at Kannur from the administration department at the above address. The tender document may also be downloaded from website <http://www.nift.ac.in/kannur/tender.html>. The interested party/person shall have to submit the DD of Rs.354/- at the time of submission of tender along with the EMD. The bid shall have to be submitted duly filled, sealed and signed at the above mentioned address. All the bidders should submit a demand draft of **Rs. 10,000/-(Ten thousand Only)** in favour of "NIFT KANNUR" payable at Kannur, as the earnest money deposit (EMD) in the separate sealed cover. The EMD of unsuccessful tenderers shall be refunded within 90 days after finalization of the contract.

Director

Dated:01.01.2018



ABOUT THE INSTITUTE

National Institute of Fashion Technology (NIFT) is a premier institute under the aegis of Ministry Of Textiles, Government Of India, imparting education in the field of Fashion Design, Technology and Management. The institute has been given the status of an Institute Of Excellence and thus permitted to award degrees to its students by an Act of the Parliament.

NIFT Kannur operates at its own campus at Dharmasala, Mangattuparamba. It has presently 750 students approx.

Students will have mid-term holidays for about 20 days during October-November; Semester break for about 16 days in December-January and end term semester break from May last week to July last week every year.

1. GENERAL TERMS AND CONDITIONS

- 1.1 Please read terms and conditions carefully before filling up the document. Incomplete tender document will be rejected.
- 1.2 Before submitting the tender should ensure that all self-attested document are attached along with the technical bid.
- 1.3 All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.
- 1.4 Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No bidder shall submit more than one tender form.
- 1.5 No paper shall be detached from the tender.
- 1.6 The name and address of the bidder shall be clearly written in the space provided and no overwriting, 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 in strict compliance with the instructions laid down therein, otherwise the tender is liable to be rejected.
- 1.7 Person signing the bid or other documents connected with the tender must clearly write his/her name and also specify the capacity in which signing.
- 1.8 The institute reserves the right to reject any or all the tenders without assigning any reason.
- 1.9 Before submitting the filled-in tender document to the institute, the bidders may seek clarifications, if any, from administrative department on Tel 0497-2756499 or in person by visiting the institute during working hours by taking prior appointment.
- 1.10 The institute reserves the right to change any condition of the tender before opening of the bids.
- 1.11 A separate demand draft for Rs.354/- (300+54 GST 18%) (non-refundable) in favour of NIFT payable at Kannur against cost of tender form shall be attached with the technical bid in case the tender form is downloaded from the web site.



2. The tenderer will have to fulfill the following criteria:-

- 2.1 The tenderer must be in a business of running cafeteria selling of snacks items as shown in the commercial bid. The bidder shall have minimum one year experience in running such cafeteria/cateringservices in reputed organization.
- 2.2 Tenderer should enclose a list of clients.
- 2.3 The tenderer shall also give a list of catering services/hotel/restaurant etc., run by him (with details of periods).
- 2.4 The tender shall be submitted in the prescribed form downloaded/obtained from the Institution.

3. The tenderer should invariably submit his tender in three sealed covers viz.

- (i) EMD covers
- (ii) Technical bid cover
- (iii) Commercial bid cover

3.1 EMD Cover

- i. EMD cover should contain EMD of Rs. 10,000/- (Rupees Ten thousand only) in the form of demand draft from any nationalized bank. This may please be noted. In case the tender document is downloaded the DD of Rs.354/- drawn in favour of NIFT Kannur should be submitted along with the EMD. The tender without prepayment of EMD and tender document fee will be out rightly rejected.
- ii. The EMD amount will be refunded to unsuccessful bidders.
- iii. EMD will be liable to be forfeited, if the contractor selected for the work fails to sign the formal agreement or to start the work on the date stipulated in the work order.
- iv. The EMD remitted will not bear any interest for the period retained by the NIFT.

3.2 Technical bid cover

Technical bid cover should contain the following:-

- i. Original copy of priced tender form (except commercial bid documents)
- ii. Proof of business carried out by the tenderer during the last three year.
- iii. The tenderer should furnish details regarding nature of their firm, name and address of partners/proprietors/directors and also their sister concerns, if any.
- iv. A list of the clients of the tenderer.
- v. Attested copies of all details of registration such as company/firm/ hotel business/Restaurant/ Catering etc.
- vi. Income proof like annual return filling or audited balance sheet along with income and expenditure
- vii. PAN / GST registration number etc.,

3.3 Commercial bid cover

- i. The commercial Bid shall be put in a separate cover super scribed as such.
- ii. The rates shall be quoted in respect of the list of items proposed to be sold.
- iii. Facilitation charges of Rs.1,10,000/-+ GST as applicable should be paid in advance (on request it can be considered for two installment failing will be penalized)



4. Execution of AGREEMENT and payment of SECURITY DEPOSIT

- 4.1 The successful tenderer should execute an agreement for the fulfillment of the contract with the Director, NIFT, Kannur and hand over the same to NIFT within 5 days from the receipt of the letter of acceptance of the tender. If the same is not executed within 5 days the order will be cancelled by the Director, NIFT, Kannur.
- 4.2 In case the successful tenderer fails to deposit the security amount and execute necessary agreement within 5 days from the date of receipt of acceptance of tender, the earnest money deposit of Rs.10,000/- shall be forfeited and the tender will be held as non-responsive.
- 4.3 The successful tenderer shall be required to deposit an amount of Rs.50,000/- (Rupees Fifty thousand only) as security deposit immediately after the issue of work order and before the execution of the agreement, in the form of demand draft of any nationalized /scheduled bank only in favour of NIFT, Kannur payable at Kannur. 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 three months on the expiry of termination of the contract subject to clearance of all dues by the contractor. On specific request by the contractor the EMD paid will be adjusted against security deposit.

5. Special Terms and Conditions:

- 5.1 NIFT will offer space measuring approx. 100sq.ft for setting up a stall anywhere within the campus situated at Dharmasala. The contractor should be able to shift to any other suitable place within the campus whenever required (for Maintenance or any other circumstances)
- 5.2 The cafeteria service shall be provided from 08.30 hours to 20.00 hours on all working days. Except without the written permission of the Director, the cafeteria will not function on Saturdays, Sundays and holidays.
- 5.3 NIFT will not bear the expenditure for the setting up of stall /infrastructure.
- 5.4 The contractor shall have to pay facility charges for utilization of cafeteria at NIFT campus, Kannur as stated in clause 3.3 (iii).
- 5.5 The contractor has to submit refundable security deposit of Rs. 4000/- towards installation of Electrical sub-meter and required to pay the electricity charges on actual basis, along with pro-rata fixed charges. This shall be paid on or before 5th of every month on monthly meter reading basis separately by the contractor.
- 5.6 Licenses needed to run the cafeteria are 1. FSSAI license, 2. GST Registration specifying for selling of bakery items and beverages 3. Local Municipal Corporation Health License, 4. Police Eating House License and Fire License (4 & 5 must obtain within a month of receipt of award of contract).
- 5.7 The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the cafeteria operations.
- 5.8 No non-recyclable plastic or plastic container are allowed to use in the campus as campus is considered non-plastic zone, failing which penalty will be imposed similar to clause 7.5 for each event.
- 5.9 The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the contractor.



- 5.10 The contractor shall not keep the cafeteria closed on working days 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.
- 5.11 On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed by him with NIFT administration along with copies of documents to prove their identity.
- 5.12 The Contractor will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.
- 5.13 The contractor shall submit to NIFT a list of all workers engaged by him, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The tenderer shall not at any time engage any minor to carry out the work under the contract.
- 5.14 The contractor shall maintain attendance and wages registers for all workers engaged under the contract at NIFT and shall also take out Workmen's' Compensation Insurance Policy. The payment of wages to workers must be made as per rules in vogue. Proof of wages shall be submitted to NIFT administration on a monthly basis.
- 5.15 The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
- 5.16 The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of NIFT Kannur. The cafeteria staff shall leave the campus latest by 20.30 hours and shall be granted permission to enter the campus not earlier than 08.00 hours. However, special timings will be permitted with prior approval of the Competent Authority of NIFT.
- 5.17 The contractor shall ensure that his staff shall have proper shave and clipped nails while in service in the cafeteria..
- 5.18 The staff engaged by the contractor shall: (a) Show professional courteous behavior at all times. (b) Wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
- 5.19 The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- 5.20 NIFT reserves the right to call upon the contractor to remove any person employed/working in the cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The contractor will have to issue identity cards to its employees employed in the cafeteria. NIFT reserves the right to disallow the person not having the identity card.
- 5.21 The contractor's crew shall not be allowed to use any service area situated outside the cafeteria.



- 5.22 All the workers engaged by the contractor for carrying out tasks under this contract shall be deemed to be the employee of the contractor only. The contractor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its workers uniform, photo-identity cards which shall be checked by the NIFT, as and when necessary.
- 5.23 NIFT shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.
- 5.24 Contractor shall not sell any cigarette, beedy, pan, alcohol etc. in the cafeteria and in the NIFT premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition.
- 5.25 The contractor and his staff shall abide by various rules and regulations of NIFT as prevalent from time to time.
- 5.26 The contractor and his staff shall comply with all instructions and directions of the NIFT authorities given from time to time. In the event of any emergent situation, the staff of the contractor shall comply with instructions given by the NIFT authorities, without waiting for confirmation by the contractor.
- 5.27 Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- 5.28 The contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- 5.29 NIFT would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NIFT rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of NIFT's management in this regard would be final and binding on the contractor. In such an event, NIFT shall have the right to engage any other contractor to carry out the task at the risk and cost of the existing contractor besides appropriating the security deposit and or any amounts due to the contractor. For violation of any terms and conditions of the tender, security deposit will be forfeited. If the contractor fails to provide the cafeteria service as per the tender condition, NIFT will make alternate arrangement for the students from any other source. If NIFT requires make the payment at the higher rate the difference amount will be recovered from the contractor either from the pending bills or from the security deposit.
- 5.30 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 in such situation shall be final and shall be accepted by the contractor without any objection or resistance. The contract can be terminated by either party, after giving three months' notice. The contract will be extendable by mutual agreement till alternate arrangements are made.



- 5.31 If the contract is terminated by the contractor without giving stipulated period of notice or fails to observe the terms and conditions of the tender, letter of award for the contract and the agreement signed by the contractor with the institute, the security deposit will be forfeited without prejudice to the NIFT management's right to proceed against the contractor for any additional damage that the institute suffers as a result of the breach of the aforesaid terms and conditions.
- 5.32 The period of contract is for one year from the date of award of contract for cafeteria premises. However the contract could be renewed further for two terms of one year each solely at the discretion of NIFT authority on mutually agreed terms and conditions.
- 5.33 If contract renewed for further period 10% hike in facility charges need to borne by the contract on each such occasion. The payment mode as per clause 3.3 (iii).
- 5.34 The contractor should not transfer the contract of the cafeteria services or sublet the same to anybody which may be treated as a breach of contract and the contract shall be liable to terminator without any prior notice with consequent penalty including forfeiture of security deposit. All expenses whatsoever for re-tendering the services will be recovered from the contractor.

6. ITEMS SOLD

- 6.1 The food items containing ingredient of good quality. Snacks and beverages should be of excellent quality and hygienic.
- 6.2 The contractor should not keep any packed items for sale which has already surpassed the date of expiry.
- 6.3 The packed items should be sold only as quoted in commercial bid or MRP which ever less.
- 6.4 The item details and rate of selling should be displayed in bold and visible manner
- 6.5 The displayed rate should have break up of selling price and GST legible.

7. PENALTY

- 7.1 The Institute reserves the right to impose penalty (to be decided by the NIFT authorities) on the contractor for any serious lapse in maintaining the quality and the services willfully or otherwise by the contractor or his staff or for any adulteration.
- 7.2 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.
- 7.3 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 the area in which the Kannur Campus of the institute is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.



- 7.4 The facilitation charges is for per annum, delay in paying facility charges in stipulated time penalty up to 14% will be levied on the due amounts. Similarly for electricity charges.
- 7.5 No separate water charges will be charged by the institute. But the contractor should use the water very sparingly and shall not waste water. If found misusing of water penalty of Rs.500/- to Rs.1000/- will be imposed for each event.
- 7.6 College incinerator is not allowed to use by the contractor, if found using a penalty of Rs.500/- to Rs.1000/- will be imposed for each event.

8. Bid Evaluation criteria

- 8.1 For the purpose of bid-evaluation the facilitation charges is fixed.
- 8.2 The contractor should offer competitive discount on MRP on branded items offered would also be reckoned for evaluation.
- 8.3 The contract should quote competitive rates selling non branded bakery items.
- 8.4 List of items commonly sold in the cafeteria is attached as Annexure for reference

UNDERTAKING BY THE TENDERER

We have carefully gone through various terms and conditions listed above for providing of cafeteria services at NIFT Kannur campus. We agree to all these conditions and offer to provide cafeteria services at NIFT Kannur. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Date:

Signature of the Tenderer

Name:

Designation:

Place:

Office Seal:



**NATIONAL INSTITUTE OF FASHION TECHNOLOGY – KANNUR
TECHNICAL BID**

GENERAL INFORMATION

(To be filled in by the bidder for the Technical Bid)

1. Name of the Firm /Company :

2. Complete Office Address:
(with contact number & email ID)

3. Company website, If any

4. Type of Organization Individual/Partnership/Pvt.Ltd

5. (i) Year of establishment

6. Details of payment

S. No:	Particulars	Bank Details	Amount with date	Remark
1	Details of Tender cost			
2	Details of EMD Deposit			

7. Name and address of the authorised signatory / Contact person for this tender

8. Total staff strength of the company on its payroll

S No.	Category of Staff	Nos.	Remarks
1			
2			
3			

9. LIST OF CLIENTS

S No.	Client's Name, Address & Contact No.	Client Phone & address of present canteen	Period of contract		No. of persons availing catering facility	Contract Value per Month in Rs. Lakhs
			From	To		



10. Details of supporting documents enclosed with self-attested

S. No.	Registration Under	Registration No.	Valid up to	Proof enclosed in Page No:
1	Firm / Company Registration (delete whichever is not applicable) Shops & Establishment Act			
2	PAN			
3	Provident Fund			
4	ESI			
5	GST Registration No:			
6	FSSAI Registration No:			
7	Local Municipal Corporation Health License			
7	Others			
8	Annual Turn over	Amount in lakhs		
	2014-2015			
	2015-2016			
	2016-2017 Provisional/Audited			

(Self-attested copy as proof of the above must be attached to qualify, compulsorily, Original papers should be provided for verification purpose).

Note: Police Eating House License and Fire License must obtain within a month of receipt of award of contract.

Date:

Signature of the Tenderer

Name:

Designation:

Place:

Office Seal:

Note: 1) Please read Tender carefully and fill up the above information

2) Sealed Cover bearing Tender No. and Date



**NATIONAL INSTITUTE OF FASHION TECHNOLOGY – KANNUR
COMMERCIAL BID**

TENDER FOR PROVIDING CAFETERIA SERVICES AT NIFT KANNUR

1. Name of the Agency :
2. Address of the Agency:
3. Name of the Person :
4. Phone No :.....(Mob).....

List of items.

Sl. No	Items	Qty	Price (Rs.)	GST Amount with %	Total
	HOT BEVERAGES				
1	Coffee	150ml			
2	Tea	150ml			
3	Green Tea	150ml			
4	Lemon Tea	150ml			
5	Tomato Soup	150ml			
	MAGGI				
6	Maggi noodles – Masala - Regular	1 pk			
7	Maggi-Noodles – Veg Atta	1 pk			
8	Maggi Noodles – Other Variants	1 pk			
	SANDWICHES				
9	Bun Butter & Jam	1 pc			
10	Veg Sandwich	1 pc			
11	Veg Cheese Sandwich	1 pc			
12	Veg Grill Sandwich	1 pc			
13	Veg Cheese Grill Sandwich	1 pc			
14	Cheese Sandwich	1 pc			
15	Cheese Grill Sandwich	1 pc			
16	Chocolate Sandwich	1 pc			

Cont....



Sl. No	Items	Qty	Price (Rs.)	GST Amount with %	Total
	SNACKS				
17	Veg Burger	1 pc			
18	Veg Bread Roll	1 pc			
19	Pannier Bread Roll	1 pc			
20	Veg. Puffs	100 gm			
21	Egg Puffs	100 gm			
22	Chicken Puffs	100 gm			
23	Banana Fry	100 gm			
24	Onion Vada	100 gm			
25	Bengali Somosa	100 gm			
26	Kerala Samoosa	100 gm			
27	ParippuVada	100 gm			
28	Chicken Roll	100 gm			
29	Paneer Puff	100 gm			
30	Ribbon Slice Cake	1 pc			
31	Chocolate Slice Cake	1 pc			
	COLD BEVERAGES				
32	Cold Coffee	150 ml			
33	Iced Tea (Lemon)	150 ml			
34	Orange	150 ml			
35	Packaged Drinking Water	1000ml			

(Note: The tender can add items in separate annexure and will be considered only the two or more tenders quoted same items.)

I am herewith offering _____% (in words _____ percentage) discount from Maximum Retail Price (MRP) to sell the branded bakery item and any other items prescribed by the authority from time to time

Date : Full Name, Signature & seal of the
Place :

Authorized Person



**AGREEMENT BETWEEN THE CAFETERIA SERVICES CONTRACTOR AND THE
DIRECTOR, NIFT, KANNUR CENTRE**

Agreement executed on ____th day of _____ 2018 between _____
_____ (hereinafter called the contractor) and the Director, National Institute of Fashion Technology, Mangattuparamba, Dharmasala, Kannur (hereinafter called NIFT)

Whereas the contractor had tendered for the Cafeteria Services for students and staff of NIFT, Kannur as per tender notification No. _____ dated _____ which tender notification shall form part of this Agreement as if incorporated herein.

Whereas NIFT has been pleased to accept the offer subject to the conditions stipulated in the _____ work order No. _____ dated _____, whereas the contractor has as security for the due fulfillment of his obligations under this deed deposited Rs.50,000/- (Rupees fifty thousand only) on ____th _____2018,
NOW THESE PRESENTS WITNESS AS FOLLOWS:-

1. The NIFT will offer space measuring 10 sq. ft. x 10 sq.ft. for setting up a stall within the campus situated at Dharmasala, Kanur. The cafeteria services shall be provided between 08.30 hours to 18.30 hours
2. NIFT will not bear the expenditure for the setting up of the stall/infrastructure.
3. The contract period is for one year from _____ to _____.
4. The contractor shall get the prices of all items approved by the NIFT and no change whatsoever shall be made without the prior written approval of the NIFT. The contractor has to display the list of beverages and product as mentioned in the quote with approved rate.
5. The contractor shall have to pay the facilitation charges of Rs. _____/-(Rupees _____) per annum. However, on request it can be considered for two installments once in six month. Delay in facilitation charges interest at 14 per cent will be charged on due amounts.
6. The contractor will be required to pay to NIFT electricity charges on actual basis along with pro-rata fixed charges levied by the Electricity Board for which sub-meters shall be provided by NIFT with security deposit of Rs.4000/-. The Electricity Charges will be paid on or before 5th of every month on monthly meter reading basis.
7. The required water will be supplied by NIFT at free of cost; but the contractor should use the water very sparingly and shall not waste water.
8. 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 in such a situation shall be final and shall be accepted by the contractor without any objection or resistance. The contract can be terminated by either party after giving three months' notice.



9. The contractor should not transfer the contract of the cafeteria services or sublet the same to anybody which action may be treated as a breach of contract and the contract shall be liable to be terminated without any further notice. All expenses whatsoever for the retendering the services will be recovered from the contractor.
10. The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damage found, the charges should be recovered from the contractor.
11. The NIFT reserves the right to impose a penalty (to be decided by NIFT authorities) on the contractor for any serious lapse in maintaining the quality, hygiene and the services willfully or otherwise by the contractor or his staff or for any adulteration.
12. The security deposit which shall remain with the institute during the continuance of the contract and it shall be released only after three months on expiry or termination of the contract subject to clearance of all dues by the contractor. No interest shall be paid on the security deposit.
13. If the NIFT 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 with the NIFT will be at liberty to take appropriate necessary steps as deemed fit.
14. Waste and garbage disposal must be done twice a day on regular basis. And should keep the premises clean and hygiene all the time
15. 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 terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the Kannur Centre of the Institute is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.
16. Further this office letter No. _____ dated _____ issued to the contractor will also form part of this agreement.

Signed on this day ____ th _____ 2018

DIRECTOR
NIFT KANNUR

CONTRACTOR

Seal of the contractor

Witness: (1)

(1)

(2)

(2)