



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, शिलांग  
NATIONAL INSTITUTE OF FASHION TECHNOLOGY, SHILLONG

11757/Pur/NIFT SHL/Tender for Food Service/2018/(Part-II)

Dt: 20/12/2023

To,

M/s. SUGANDHIM FOOD & CATERING PVT. LTD.  
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**Sub: LOI (Letter of Intent) contract for the Mess Services at NIFT, Shillong, Campus & Girls Hostel Nongthymmai.**

**Ref. No.: Tender No: 11757/Pur/NIFT SHL/Tender for Food Service /2018/(Part-II)/02 Dated 10.10.2023.**

Sir,

Kindly refer to the above-mentioned subject & Tender no. under reference. In this connection, I am directed to inform you that the Competent Authority of NIFT, Shillong is pleased to issue you "(LOI (Letter of Intent))" for the Mess Services at NIFT Shillong Permanent Campus for the Boys & Girls Hostel, and the Girls Hostels, Nongthymmai, as such you are awarded the contract w.e.f 1<sup>st</sup> January 2024, accordingly you are informed to submit the KHADC Trading License before executing the work, based on the submission of KHADC Trade License for the above Service work order will be issued as per Tender terms and conditions.

1. **Scope of Work & Terms & Conditions:**

1. The Contractor has to provide the Breakfast, Lunch, Evening Tea with snacks, and Dinner in Student Mess Hall at Nongthymmai Girls Hostel and/or Umsawli Campus Girls and Boys Hostel. as per below details: For Nongthymmai Girls Hostellers, Contractor has to provide Breakfast & Dinner at Nongthymmai Hostel, during regular classes/working days. During weekend and any other holidays, contractor has to provide all meals in the Nongthymmai Hostel. (Food to be cooked in the cooking area provided in the respective hostels at Umsawli and Nongthymmai) For Girls & boys hostellers at Umsawli hostel, Breakfast, Lunch Evening snacks, & Dinner is to be provided in the Hostel premises. On working days/during classes, lunch and evening snacks of Nongthymmai Girls Hostellers will be provided in Umsawli Campus mess. (Food to be cooked in the cooking area provided in the respective hostel). Day Scholars students may also avail the Mess services meal basis as per final rate of the Tender i.e Rs.200/- per student per day inclusive GST.



Sl. No.	Strength of Students	Meal Options	Meal Category	Location	Remarks
1.	Approx 140	Contractor has to provide Breakfast & Dinner at Nongthymmai Hostel during regular classes, and during weekend and any other holidays contractor have to provide all meals in the Nongthymmai Hostel.	Standard	Nongthymmai Girls Hostellers	No Crockerics, Cutleries and Utensils shall be provided by the Institute.
2	Approx 190	Breakfast, Lunch, Evening Snacks, Dinner	Standard	Umsawli Girls & Boys hostellers NIFT Permanent Campus	

The above numbers of People/Person are tentative only and can increase or decrease.

2. After every meal (Breakfast, Lunch, Evening Tea and Dinner) all the plates, cups, bowls, water glass, spoons, forks, knives, etc. are to be cleaned with soap solution and are to be dried and be kept ready for next meal. Also the Mess Dining Hall Kitchen and adjoining area need to be cleaned in hygienic manner. All the vessels used for cooking also should be washed in soap solution and should be available for use for cooking the next meal. The cleaning material used should be of reputed brands.
3. Efficiency, promptness, quality of food, quality service, good behavior and politeness of the agency and its staff are the essence of the contract. The agency is required to ensure that this essence of the contract is

Besan, Dal	Rajdhani, Ganesh
Rice	Basmati or equivalent
Cold Drinks	Pepsi, Coke etc.
Juices	Real, Tropicana, Maza or equivalent
Lemon Water	Hello or equivalent
Sweet	Bikaner, Haldiram, Chhappan Bhog, etc. or equivalent

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

4. The bidders are requested to note that there will be a lean period for the business due to vacation, especially during the months of June, July and December where the number of students and other consumers would be very less or may be zero.
5. Agency will ensure that at all times one manager and two supervisors/executives be present during breakfast, lunch, evening tea and dinner. In case of any change in staff, the administration should be informed well in advance.
6. It is required for the agency to serve the items in such a manner to satisfy the user's need on demand.
  - a. All items will be cooked in the kitchen of the mess. No cooked item, except certain type of snacks and desserts identified beforehand, will be brought from outside.
  - b. On special occasions, the menu will be identified by the Mess Committee and to be prepared by the agency.
  - c. On certain instances the agency will have to provide tiffin service to students/employees of the institute. As such the agency should have sufficient number of tiffin's (30 to 40 nos.) in order to provide the service.
  - d. The quality of food will be inspected item wise frequently, and the mess vendor shall not deny access for such inspections. The NIFT, Shillong has the right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institution. Further, the store, the kitchen can also be inspected by the institute to ensure that only the brands allowed for various articles are being used. In case a violation is found, the Institute reserves the right to impose a financial penalty/cancellation of the contract on the repeated violation.
  - e. The vendor will ensure that no instance of fire takes place and no injury to any of his employee or the Institute person takes place. In case any of this happens then the vendor will be responsible for compensating the loss occurred.
  - f. The Institute shall neither be liable for any damages nor be under any obligation to inform the applicants of the grounds for the same. Damage here means to property or individuals.
  - g. The agency must provide the service throughout the year without closing the mess on any day unless ordered by the Institute. However, the number of students who use the mess facility may vary during vacation periods/outbound work declared by the Institute.
7. Charges of Electricity on actual usage basis will be borne by the contractor for which Electricity charges/bill will be raised on monthly basis.

The Institute will not provide any kind of Crockeries and Cutleries for E.g. serving plates, teaspoons, tablespoons serving spoon, forks, knives, stainless steel/glass tumbler, bowls, any other item which may be required for serving of food. Arrangement/procurement of utensils and other equipment required for Cooking & Serving the food will be the responsibility of the vendor and all this will have to be brought by the agency at its own cost after the approval of the sample by the Institute. The Institute shall provide Tables & Chairs in the Dining Area for both Nongthymmai and Umsawli Hostels.



8. The agency will be responsible for repairing & maintenance of all the property of NIFT, Shillong given to the agency for use in the student mess. The agency shall replace inventory items, equipment, furniture and fixtures provided by the institute in case of loss, theft or damage to the satisfaction of the Institute at its own cost. On termination of the agreement, the agency will hand over all the equipment/articles as supplied by the Institute in good working condition back to the Institute. In case of any damage beyond normal wear and tear then the Institute can recover the cost from the agency.
- a. The agency will liaise with NIFT, Shillong/ Mess Committee and report daily about all the activities of the mess service. The agency shall extend full co-operation.
  - b. An authorized person from the agency will require to meet NIFT Shillong/ Mess Committee once in every quarter or as and when required to discuss on any issues related to the mess service being provided in the Institute.
  - c. Agency shall conduct medical examination at least once in six months of all the employees who handle raw/cooked food, to ensure that the employees are free from any communicable disease. It is to be done at Shillong. Record of the same shall be maintained by the agency and shown on demand. In this regard, the Institute's doctor may check the record as and when required. The Police verification record of all the workers will have to be maintained by the agency.
  - d. The agency or its nominee will not be permitted to stay overnight in mess premises under any circumstances except those on essential duty, as permitted by the Institute.
  - e. The premises of the mess will be used only for the purpose of storing of raw material and cooking & serving food for which the allotment is made and not for any other purpose without the written permission of the Institute. The agency will not be permitted to sublet the mess contract to any other party.
  - f. NIFT Shillong is not bound to provide any mode of transport in respect of men or material required by the agency.
  - g. Use of plastic tea cups and plastic carry bags is discouraged, and the mess vendor shall use environment-friendly material only for serving coffee, tea and for packing & carrying of food items.
  - h. The agency should make arrangement to promote cashless payment at the mess.
  - i. Any change like the timing of operation etc. will require the permission of the mess committee/ NIFT Shillong administration.
  - j. All Electric appliances like electric heaters/ovens/ cook tops will not be permitted in the mess unless specifically approved by the Institute for a special purpose like baking etc. Complete cooking will be done on commercial LPG procured by the agency.
  - k. Food should also be served to the hostel rooms/dispensary for a sick student in the room as and when required/ordered by the Hostel wardens.
  - l. Pest-Control: The agency at all times will keep the cookhouse/dining hall/ washing area / raw material stores free from flies/cockroaches/ mosquitoes/ rats/ objectionable material and other pests. Frequent pest control and scientific pest control measures are required to be adopted by the agency at all times.
  - m. Firefighting arrangement provided by the Institute at the start of the contract to be kept serviceable at all times and handed over back to the Institute after finishing of the contract.





**9. MENU**

The agency has to provide the food on the basis of the Menu mentioned in (Detail of menu is mentioned in the below- tabulated form). The Mess committee is required to decide the monthly OR Weekly Menu on the basis of the food items mentioned in the Tender. NIFT may also require items on demand basis and the vendor shall provide the same and raise bill accordingly for payment as per tender terms and conditions.

Day	Break Fast (07:30 AM-08:30 AM) To be served counter	Lunch (12:30 noon-02:00PM)	Evening Snac (04:00PM-06:30 PM)	Dinner (8:00PM-10:00 PM)
Mon	<ul style="list-style-type: none"> <li>• Bread-Butter/Jam, Eggs, Corn Flakes with Milk</li> <li>• Fruits/sprouts</li> <li>• Paratha/Stuffed Paratha</li> <li>• Tea/Coffee</li> </ul>	<ul style="list-style-type: none"> <li>• Seasonal Vegetable with gravy</li> <li>• Dal/Rajma/Chholley/Kadi</li> <li>• DryVegetable/Bhaji</li> <li>• Rice</li> <li>• Chapati/Paratha/Naan</li> <li>• Dahi / Butter milk / Bundi raita / Vegetables raita</li> <li>• Salad,Papad/Pickle.</li> </ul>	<p>Samosha Tea/Coffe</p>	<ul style="list-style-type: none"> <li>• Vegetable with gravy.</li> <li>• Dry Vegetable / Bhaji</li> <li>• Dal.</li> <li>• Salad, Papad / Pickle.</li> <li>• Sweets</li> <li>• Rice</li> <li>• Chapati/Paratha/Nan</li> </ul>
Tue	<ul style="list-style-type: none"> <li>• Poha, Eggs, Corn Flakes with Milk</li> <li>• Fruits/sprouts</li> <li>• Sabji,Poori</li> <li>• tea/coffee</li> </ul>	<ul style="list-style-type: none"> <li>• SeasonalVegetablewith gravy,</li> <li>• Dal/Rajma/Chholley/Kadi</li> <li>• DryVegetable/Bhaji</li> <li>• Rice</li> <li>• Chapati/Paratha/Nan</li> <li>• Dahi / Butter milk / Bundi raita / Vegetables raita-</li> <li>• Salad,Papad/Pickle.</li> </ul>	<p>Bread Pokera Tea/Coffee</p>	<ul style="list-style-type: none"> <li>• Vegetablewithgravy,</li> <li>• DryVegetable/Bhaji</li> <li>• Dal.</li> <li>• Salad,Papad/Pickle.</li> <li>• Sweets</li> <li>• Rice</li> <li>• Chapati/Paratha/Nan</li> </ul>
Wed	<ul style="list-style-type: none"> <li>• Bread- withButter /Jam, Eggs, Corn FlakeswithMilk , Fruits/sprouts</li> <li>• Idli,Sambhar</li> <li>• tea/coffee</li> </ul>	<ul style="list-style-type: none"> <li>• SeasonalVegetablewith gravy,</li> <li>• Dal/Rajma/Chholley/Kadi</li> <li>• DryVegetable/Bhaji</li> <li>• Rice</li> <li>• Chapati/Paratha/Nan</li> <li>• Dahi / Butter milk / Bundi raita / Vegetables raita-</li> <li>• Salad,Papad/Pickle.</li> </ul>	<p>Pasta/Sandwic Tea/Coffee</p>	<ul style="list-style-type: none"> <li>• Non-veg/ Paneer/Vegetable with gravy</li> <li>• DryVegetable/Bhaji</li> <li>• Salad,Papad/Pickle.</li> <li>• Sweets</li> <li>• Rice/FriedRice/Pulao</li> <li>• Chapati/Paratha/Nan</li> </ul>
Thu	<ul style="list-style-type: none"> <li>• Bread- withButter /Jam, Eggs, Corn FlakeswithMilk, Fruits/sprouts</li> <li>• Aloo /Gobhi Paratha tea/coffee</li> </ul>	<ul style="list-style-type: none"> <li>• SeasonalVegetablewith h gravy,</li> <li>• Dal/Rajma/Chholley/Kadi</li> <li>• DryVegetable/Bhaji</li> <li>• Rice</li> <li>• Chapati/Paratha/Nan</li> <li>• Dahi / Butter milk / Bundi raita / Vegetables raita-</li> <li>• Salad,Papad/Pickle.</li> </ul>	<p>Chowmin/Sam + Tea/Coffee</p>	<ul style="list-style-type: none"> <li>• Vegetablewithgravy</li> <li>• DryVegitable/Bhaji</li> <li>• Dal.</li> <li>• Salad,Papad/Pickle.</li> <li>• Sweets</li> <li>• Rice</li> <li>• Chapati/Paratha/Nan</li> </ul>



Fri	<ul style="list-style-type: none"> <li>Bread-withButter /Jam,Eggs, Corn Flakes with Milk, Fruits/sprouts</li> <li>Vada Sambhar</li> <li>tea/coffee</li> </ul>	<ul style="list-style-type: none"> <li>SeasonalVegetablewith h gravy,</li> <li>Dal/Rajma/Chholley/ Kadi</li> <li>DryVegetable/Bhaji</li> <li>Rice</li> <li>Chapati/Paratha/Nan</li> <li>Dahi / Butter milk / Bundi raita / Vegetables raita-</li> <li>Salad,Papad/Pickle.</li> </ul>	Tikki Chat + Tea/Coffee	<ul style="list-style-type: none"> <li>Non Veg/Paneer/Vegetable with gravy.</li> <li>DryVegetable/Bhaji.</li> <li>Salad,Papad/Pickle.</li> <li>Sweets</li> <li>Chapati/Paratha/Nan</li> <li>FriedRice/Pulao/MixedRice</li> </ul>
Sat	<ul style="list-style-type: none"> <li>Bread-Butter /Jam, Eggs, Corn</li> <li>FlakeswithMilk, Fruits/sprouts</li> <li>ChholleyBhatura y</li> <li>tea/coffee</li> </ul>	<ul style="list-style-type: none"> <li>Khichdi</li> <li>Chokha,Chatni</li> <li>Dahi / Bundi raita / Vegetables raita-</li> <li>Salad,Papad,Pickle.</li> </ul>	Veg. Pokora + Tea/Coffee	<ul style="list-style-type: none"> <li>FriedRice/Pulao/Mixed Rice.</li> <li>Dahi / Butter milk / B raita/Vegetables g</li> <li>Manchurian with. ....y</li> <li>Salad,Papad/Pickle.</li> <li>Sweets</li> <li>Chapati/Paratha/Nan</li> </ul>
Sun	<ul style="list-style-type: none"> <li>Bread-withButter /Jam,Eggs, Corn Flakeswith Milk, Fruits/sprouts</li> <li>MasalaDosa</li> <li>tea/coffee</li> </ul>	<ul style="list-style-type: none"> <li>SeasonalVegetablewith gravy,</li> <li>Dal/Rajma/Chholley/Kadi</li> <li>DryVegetable/Bhaji</li> <li>Rice</li> <li>Chapati/Paratha/Nan</li> <li>Dahi / Butter milk / Bundi raita / Vegetables raita-</li> <li>Salad,Papad/Pickle.</li> </ul>	Veg Roll+ Tea/Coffee	<ul style="list-style-type: none"> <li>Non-Veg/Pancer/Vegetable with gravy,</li> <li>Dry. Vegetable/Bhaji</li> <li>Dahi / Butter milk / B raita/Vegetables raita-</li> <li>Salad,Papad/Pickle.</li> <li>Sweets</li> <li>Chapati/Paratha/Nan</li> <li>FriedRice/Pulao/MixedRice</li> </ul>

Housekeeping & routine maintenance expenditure of the Mess & dining area will be borne by the Contractor.

**Please Note.**

- Minumum two OR more varieties in breakfast have to be maintained on daily basis.
- Variety has to be maintained in Lunch & Dinner.
- Dal will comprise of Malka, Arhar, Urad, Channa, Rajma, Black gram, chholley or mixture of more than one Dal/Pulses.
- The Dal & Vegetables served in lunch shall not be same repeated in the dinner. Similary, same dal and vegetables shall not be served on two consecutive days.
- Breakfast, lunch and Dinner have to be served to the students/staffs in unlimited quantity.

S.No.	Item to be served in meal	Quantity
1	Roti (Tawaroti/Butterroti/Nan/Tandooriroti)	Unlimited
2	Sabji (Seasonal/Beans/Palak/Pears/Vegetable kofta/Matterpaneer)	
3	Sabji dry / Bhaji	
4	Daal (Rajma/Kadi/MixDal/Arhar/ChanaDal)	
5	Rice (Plain rice/fried rice/mixed rice/Pulao)	
6	Dahi /Butter Milk /Bundl Raita /Vegetable Raita	100ml.
7	Milk	200ml.



- Roasted dry fruits such as Cashew & Almonds (in Packets) should also be made available between 06:00 am to 11:00 pm in student mess on direct payment basis as per MRP or less, and should be provided in offices on demand.
- Raw cooking materials such as atta, rice, cooking oil, butter, wheat flour, grams, vegetables, etc. have to



be of branded quality, as per Annexure-I of Consumables and will be checked by the mess supervisor & mess committee.

- a. The menu as given above is to be served in a manner to satisfy the user's need.
- b. The food shall be cooked, stored and served under hygienic conditions. The mess vendor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from mess premises as soon as possible. In case of any food related disease to any student, the mess agency will be responsible for remuneration of complete medical expenses.
- c. The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the students.
- d. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- e. The mess vendor shall ensure that only hot food is served to the students.
- f. For Lunch and Dinner, a variety and freshness must be ensured. The agency has to ensure that drinking water is provided at dining tables regularly.
- g. The detailed daily meal wise menu specifying the dals and vegetables to be served will be identified in the beginning of each month by Mess Committee. It will be mandatory for the agency to serve this pre - decided menu. In case of any difficulty in the same, mess committee must be informed well in advance.
- h. The rates and Menu of all food items must be displayed in all hostels Mess/Dining area.
- i. **The agency will not serve any item that has not been recommended by the Mess Committee on approval by the competent authority beforehand.**
- j. All raw material expiry dates will be displayed on a stock board in front of each store category wise. Under no circumstances will any expiry item be used in cooking.

k. Use of colours / banned items as per industrial practices is prohibited.

l. Quality of ingredients and other items:

The ingredients used must be of reputed brands. In case of non-availability of the reputed brand, any other brand will be recommended by the Mess Committee on approval of the competent authority before use.

#### 10. Service Timings:

- a) Breakfast: 7.30 am to 08.30 am on all days
- b) Lunch: 12.30 pm to 2.00 pm on all days
- c) Evening Tea with Snacks: 4.00 pm to 6.30 pm on all days
- d) Dinner: 8.00 pm to 10.00 pm on all days

Note: The timing stated above is subject to change by the order of NIFT Shillong/messcommittee.

#### a. Hygiene/Turn Out:

The agency shall ensure best hygiene / turn out of his / her employees, failure to do which shall attract penalty per violation.

- a. Approved / prescribed neat and clean properly ironed uniform including apron, gloves and head cover will be worn by all staff at the time they enter the mess.
- b. Short hair.



- c. Regular cutting of nails.
- d. Separate shoes for use in the kitchen/dining area.

#### 11. Penalty

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





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

**12. Disposal of Waste/Garbage:**

- a. The agency will be responsible for garbage disposal and will ensure proper disposal of the collected waste solid/liquid on a daily basis under his own arrangements. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the campus. It shall be the responsibility of the Agency to segregate and dispose off garbage at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum at his own cost.
- b. Dust, waste materials shall be collected in proper bins and disposed of immediately. Plastic bags shall be used in all the dust bins in the premises for easy collection and disposal; so that the dust bins are maintained neat & clean and in a hygienic condition. All dust bins will be washed / sanitized at least once in a week.
- c. The agency shall arrange authorized material plastic bags/trolleys/transportation arrangements etc for disposal of waste material/garbage, malba, minor building rubbish, earth, etc., to be disposed off beyond the premises up to authorized Municipal dumping yard/ground etc. at its own cost.
- d. The agency shall ensure collection of dry leaves, unwanted weeds, dead animals and insects, etc. lying in Mess Area for disposal.
- e. It shall be the responsibility of the contractor or his deployed personnel to dispose of garbage, accumulated during the operation of this contract, as per rules and regulations of the Corporation, at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The contractor shall ensure that garbage should never be kept overnight in the campus.



13. **EARNEST MONEY DEPOSIT (EMD):** Has been exempted as per MSME Preference.

14. **TERMS OF CONTRACT**

a. **Period of Contract:** Contract period will be initially for one year. This period may be extended by another one-year extension on same rate and terms & conditions subject to the satisfactory performance. In case of performance of the agency in one part or the entire contract is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, then that part or the entire contract shall be terminated even before the scheduled time by giving advance notice of one month to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Bank Guarantee shall be absolutely forfeited.

b. The quoted rates shall remain firm throughout the tenure of the contract including extension period and no revision is permissible for any reason.

c. **Exit Clause:** The contract can be terminated by giving one-month notice period by the Institute and three-month notice by the contractor. However, in any instant contract will be terminated if service of the vendor will not found satisfactory.

d. **LOCK IN PERIOD:** Upon signing the contract there will be a mandatory minimum lock in period of 6 (six) months else Security deposit will stand forfeited. The agency may have an option to give 3 months exit notice after the end of 3rd month.

e. **Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 100/- (One hundred only) within 30 days of award of contract. NIFT Shillong reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.

f. **Sub-Contracting:** The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.

g. The contractor and his employees shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.

h. **Misconduct:** The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees to the Institute. All the employees should be police verified.

i. The persons employed by the contractor will be the employees of the contractor and the NIFT Shillong shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against NIFT Shillong and the personnel employed by the contractor shall have no right whatsoever to claim employment or other rights from the NIFT Shillong.

j. None of the employees of the contractor shall enter into any kind of private work within the campus of NIFT Shillong Non-compliance with this provision will be deemed to be violative of the contract inviting penal action/cancellation of contract.

k. The staff employed by the contractor will not join any union of the NIFT SHILLONG.



make any claim on service or other matter. They shall also not form any union associated with the NIFT Shillong and shall have absolutely no claim to subscribe or for election in any of the unions of the NIFT Shillong.

- l. The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of NIFT Shillong / Govt. of India / any State or any Union Territory.
- m. Sale or consumption of alcohol/ liquor/ tobacco or any contraband substances is banned in the campus. If the agency or employees of the agency is found with possession of these items the contract will stand cancelled and PBG will be forfeited.
- n. The contractor will have to register all his employees who will be working in the hostel premises along with a copy of their photographs, residential details for clearance by NIFT Shillong along with police verification certificate.
- o. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to NIFT Shillong and shall indemnify NIFT Shillong against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which NIFT Shillong may party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
- p. NIFT Shillong will not provide any residential space for accommodation to the Agency. The agency has to make its own arrangement for the residential accommodation to the deployed staff.

#### 15. Taxes, Labour Laws and Other Regulations:

- a. The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
- b. The contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
- c. The contractor shall fully comply with all applicable laws, and regulations relating to P.F. Act, ESI Act, Bonus Act, Minimum Wages Act, Workmen's Compensation Act, Casual Labour (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Food Safety and Standards Authority of India (FSSAI), central, states, Municipal and local governmental agency or authority.
- d. The Contractor shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance of any statutory provisions/ obligations. The contractor shall be responsible for making the records pertaining to Payment of Wages Act and for depositing the P.F. and ESI contributions, with the authorities concerned.
- e. The contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
- f. The contractor shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
- g. The contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Laws, Explosive Act, Workmen compensation Act etc. and shall keep the Institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law.



regulations or Bylaws. The contractor shall not employ child labour. Payment to workers must be according to Minimum Wages Act.

**16. Interpretation:**

- a. All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.
- b. In addition to the prescribed manpower, whenever required, contractor has to provide additional manpower and/or equipment at the rates quoted in the tender.
- c. Safety and Security: Contractor shall abide by the safety code provisions as per safety code fr: 21 from time to time by the government.
- d. Work at Risk and Cost: The institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
- e. FORCE MAJURE: If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of NIFT Shillong as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.
- f. The agency will have to start its service as per the communicated schedule via LOI / Date mentioned in agreement else the EMD/ PBG will stand forfeited.
- g. In case of any disputes on execution of the work during the period of contract, the decision of the Director, NIFT Shillong shall be binding and final, agreeable in full by both the parties. Any legal disputes shall be subject to Shillong jurisdiction.

**17. PERFORMANCE SECURITY**

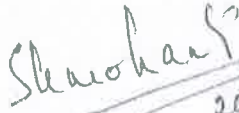
- a. The successful bidder is required to furnish 5% of Annual Estimated Contract value as security deposit Rs. 9,90,000/- (Rupees Nine Lakh Ninety Thousand only) the form of Performance Bank Guarantee as per Annexure-VI within 10 days from the date of LOI and it would be returned on successful completion of the contract. (365 Effective Days to be considered in a Year for derivation of Estimated Value).
- b. In case of breach of contract, performance security shall be forfeited and the agency shall be blacklisted for such period as decided by the competent authority in addition to termination of the contract.





### 18. PAYMENTS TERMS

- a. The payment shall be released based upon the tax Invoice issued by the service provider with supporting documents and after verification by the designated NIFT, Officials within 7 days after the close of the month. The payment in respect of official meeting/conference/Hospitality. Any supply of food items without proper authorization by the designated authority of NIFT will not be paid for.
- b. In case if any students do not want to avail food in the Mess are required to be informed well in advance through the concerned hostel warden.
- c. The payment under this agreement shall be made on satisfactory completion of job contract services, through NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues / claims of the NIFT SHILLONG if any.
- d. Bill to be drawn in the name of National Institute of Fashion Technology Shillong.
- e. No advance payment will be made to the agency under any circumstances.
- f. TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule.
19. The work including information regarding the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract. All the temporary services/arrangements shall be made by Contractor at no extra cost to Institute.
20. Settlement of disputes – Director, NIFT, Shillong or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned,

  
 20/12/23  
 क्रय अधि कारी (प्रभारी) / Purchase Officer (I/c.)  
 निफ्ट, शिलांग / NIFT, Shillong

