



पूर्वोत्तर इंदिरा गांधी क्षेत्रीय स्वास्थ्य एवं आयुर्विज्ञान संस्थान  
North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences  
(भारत सरकार, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, स्वायत्त संस्थान)  
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)  
निदेशक ब्लॉक, मावडियांगडंग, शिलांग -793 018 (मेघालय) /Director's Block, Mawdiangdiang, Shillong -793 018 (Meghalaya)  
**Website: [www.neigrihms.gov.in](http://www.neigrihms.gov.in) / E -mail: [storeneigrihms@gmail.com](mailto:storeneigrihms@gmail.com)**  
**Tele /Fax: (0364) 2538032**

### **AUCTION NOTICE**

F. No **GAD-ESTA0MISC/1/2025-GAD**

#### **SECTION-I : GENERAL INSTRUCTION TO TENDERERS**

Auction for Service provider for **“Operation and running of extended hours Cafeteria services at Under Graduate Medical College, NEIGRIHMS, Shillong”** for awarding to the techno-commercially compliant Bidder meeting all required parameters, on the basis of H1 license fee per month for a period of 10 (TEN) years or till the finalization of next contract, which ever earlier, renewal annually based on satisfactory performance.

Sl no.	Category	Location	Timing for operation of Cafeteria (Extended hours)	Area allotted in Sqm	Licence fee per month (excluding GST on reserve charge basis)	EMD Amount
1	UGMC Cafeteria	Cafeteria at (-1 Floor) UGMC building with option for cooking, washing area, storage etc.	7:00 am to 10:00 pm	460 square meter	Rs 1,15,500.00	Rs.1,38,600/-

1. Bids are invited by Director, NEIGRIHMS, Shillong for operation and running of extended hours Cafeteria services in UGMC, NEIGRIHMS, Shillong premises, for a period of ten years or till the finalization of next contract, which ever earlier, renewal annually based on satisfactory performance, as per enclosed specification and related terms and conditions.
2. Earnest Money Deposit (EMD) of as above, in the form of Call deposit or Fixed deposit or Demand draft or Bank Guarantee or as permissible as per GFR 2017 in favour of NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARBoMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA is to be enclosed online valid for 165 days or extendable till finalization of the bidding whichever, is later and submitted to the Tender Inviting Authority within the closing date and time of bidding. EMD of all unsuccessful bidders shall be refunded and a Successful bidder has to submit performance guarantee which is 3 % of the total contract value, valid for a period of 60 days beyond the contract period. No bidder will be allowed to withdraw after submission of the bids within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited. Earnest Money Deposit (EMD) exemption is not being allowed for auction category.
3. No work will be allotted to Non-tribal bidder, bidder/ Service providers, Suppliers, stockists, bonded warehouse, private carriage bidder/ Service providers, cooperative societies etc except under a valid trading license/labour rules as may be applicable issued by the Khasi Hills Autonomous District Council, Shillong. Trading licence and any other labor rules under KHADC may be submitted post award of contract within 90 days from date of award. It is mandatory for non-tribal bidders to submit the “ Undertaking in prescribed format at Annexure II” along with their technical bid, failing which their bids is liable to rejection.

4. Bidders/ Service Provider need to furnish EPF and ESIC registration as may be applicable and to comply to all terms and conditions as stipulated by the Statutory bodies. Successful bidder/ Service provider will be required to furnish EPF and ESIC statements on a monthly basis of all employees, if applicable , engaged from time to time to the Institute or as and when desired by the Institute, as may be applicable.
5. The period of this contract, for a period of ten years or till the finalization of next contract, which ever earlier, renewal annually based on satisfactory performance.
6. The awarding shall be on the techno-commercially compliant bidder meeting all required parameters, on the basis of H1 license fee per month, for a period of ten years or till the finalization of next contract, which ever earlier. The H1 license fee will remain the same for the initial 5 (five) years period. Thereafter, the license fee will be subsequently increase by 5% every year for the remaining 5 (five) years contract period or any extension thereof.
7. All conditions as per Service level agreement of GeM Cafeteria Services, that awarding shall be on the compliant bidder on the basis of the highest license fee per month.
8. In the event of termination or expiry of the agreement, the Bidder/ Service provider shall hand over the entire premises and equipment/properties etc. of the NEIGRIHMS in his custody to the latter within five working days.
9. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned. The jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre –institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under Legal Service Authority Act, 1987. Venue of Arbitration: The venue of arbitration shall be the place where the contract has been issued, i.e., Shillong.

For any clarification and further details please contact @ Telephone No: 0364 -2538032 or communication on GeM.

## Section II : Scope of Work

1. The Institute requires Cafeteria Services bidder/ Service provider(s) to run the cafeteria services at Under Graduate Medical College, NEIGRIHMS on all days of the week at justified rates agreeable to the Institute. The Service provider should cater for the needs of the faculty, staffs, students, manpower, beneficiaries and visitors attending the Institute. The Cafeteria Services may be allocated one or one additional area for operation on the same terms and condition, if considered appropriate by the Institute authorities.
2. The Service provider should provide menu of popular dishes and regional dishes and they should ensure alternate menus/ servings on all days of the week at justified rates agreeable to the Institute. Any revision in the price by the Service provider is to be based on mutual agreement after approval of the Director, NEIGRIHMS.
3. The Service provider should furnished and provide cafeteria services as per **Federation of Hotel and Restaurant Association of India (FHRAI) standards** and up to the satisfaction of the Institute.
4. To fix the menu in consultation with the competent authority of the Institute from time to time.
5. The Cafeteria Services are also required to be extended during the examinations, seminars, workshops, farewell tea, annual events and orientation courses etc.
6. In case there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on through appropriate reduction on the mutually agreed rates.
7. The timings and working days of the Cafeteria Services will be regulated by the competent authority in the Institute.
8. The Cafeteria premises should be kept neat & clean and free of unhygienic conditions. The responsibility of the overall maintenance and maintaining the cleanliness and hygienic condition of the Cafeteria Services will be of the bidder/ Service provider, at his own cost and proper disposal of waste. In case of violation of this condition, competent authority may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.
9. The bearer /manpower (not below the age of 18 years) employed by the bidder/ Service provider shall have to be medically fit and kept neat and clean. The bidder/ Service provider shall not employ young children as prohibited under the law / rules / regulations.
9. The bidder/ Service provider is provided with facility of Kitchen area, preparation area, storage area, loading unloading area, sitting area, dish wash area including lavatory area for staff which comes to a total of 460 sqm. The bidder / Service provider shall have to provide/ construct /make his own kitchen/ chimney /dining/furniture/ cooking equipments and any other equipment set up as per FHRAI standards, at their own cost and risk without destroying /alteration of the Institute premises as per prevalent and up to date standards/FSSAI standards/norms as may be applicable.
10. The bidder/ Service provider shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided (if any) by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found, then the same will be recovered from the bidder/ Service provider and the premises is restored as provided. The bidder/ Service provider shall take adequate fire precautions/ measures. If any damage is caused to the premises by the bidder/ Service provider or manpower or agents the same shall be rectified by the bidder/ Service provider at their own cost or by remittance as may be determined by the Institute.
11. The bidder/ Service provider shall maintain the Institute premises in good condition and shall not cause any damage thereto.
12. The successful bidder shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the Cafeteria Services manpower. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the Cafeteria Services.

13. The bidder/ Service provider and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
10. Electricity & Water Charges shall be paid by bidder/ Service provider as per actual consumption on the prevailing rates of Meghalaya Power Distribution Co Ltd /MeECL or at such higher rates as may be decided by the Institute from time to time.
11. Quality of food/services provided will be as per FSSAI standards & will be inspected /checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, as included in the bid document.
12. The conduct/characters/antecedents of the manpower in the Cafeteria Services shall be the sole responsibility of the bidder/ Service provider.
13. The decision to award the Cafeteria Services contract will be taken on the basis of H1License fee offered, feasibility and techno-commercial compliance in respect of documents.
14. Police verification and worker's identity cards will be compulsory before taking the charge of complementary services (Cafeteria Services). Employees will be in proper uniform provided by the bidder/ Service provider, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
15. Digital payments services should be provided in cafeteria.
16. The bidder shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in Cafeteria. The prices of the items sold in the UGMC Cafeteria shall not be more than the local market rate. The rate list shall be displayed at proper location within the Cafeteria Services areas by the bidder.
17. The bidder must visit the campus and the Cafeteria Services premise to see the infrastructure as well as to survey the market before bidding. The bidder will be provided on monthly maintenance charge for the space and infrastructure like tables, chairs, lights, fans, water coolers and water supply supplied by NEIGRIHMS (if any). Cafeteria Services furniture, kitchen utensils, serving plates, LPG etc. will be provided by the bidder.
18. Bidder shall not sell any cigarette, bidi, pan, alcohol etc. in the Cafeteria Services and in the NEIGRIHMS premises, if anyone is found indulged in this business the person shall be asked to leave the campus immediately and the bidder shall be liable to lose the contract for breach of this condition.
19. As regards quality of materials (as per FSSAI standards) and preparation, the bidder shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, bread, fruits and other such perishable items should be fresh from the market on daily basis, (c) the Bidder shall take meticulous care to provide clean and quality food in all preparations. The Institute authority shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day and (e) waste and garbage disposal must be done minimum once a day on regular basis and as & when required.
20. The Bidder shall ensure that adequate manpower is engaged for smooth services to consumers. It should ensure that the manpower engaged by him observes safety precautions and security regulations at the campus.
21. The Bidder shall not utilize the premises and facilities of the Institute to cater any other client, other than NEIGRIHMS, Shillong students, faculty, staff and visiting faculties/guests.
22. The Bidder shall ensure that either he himself remains present during breakfast/lunch/dinner services to the students or one of his responsible supervisors remains present.
23. The bidder shall not keep the cafeteria services closed without prior permission from the NEIGRIHMS, Shillong authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NEIGRIHMS, Shillong, as it may deem fit.
24. The bidder shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the cafeteria services.

**SECTION III: CONDITIONS OF CONTRACT AND AUCTIONS REQUIREMENTS**

1. Eligibility criteria for selection of service providers for providing cafeteria services in NEIGRIHMS, Shillong

<b>Sl.No.</b>	<b>Eligibility Criteria</b>	<b>Cafeteria Services</b>
1.	Work experience	Providing services of Canteen/Cafeteria/Restaurant/Hotel (minimum 30 room) to/in a Central/State Government/UT hospital(s), Central/State Government/UT/ Autonomous Institution, Central/State Government PSU, Central/State Government/UT Educational Institutions/Organizations or Commercial establishments on regular basis for last three (03) consecutive years out of 04 years i.e. F.Y. 2025-26/2024-25, 2023-24, 2022-23 and 2021-22 .
2.	Annual Turnover	Annual average turnover of ₹ 60 lakh (Rupees Sixty lakhs only) exclusively in the field mentioned in Sl. No. 1 above for last three (03) consecutive years out of 04 years i.e. F.Y. 2025-26/2024-25, 2023-24, 2022-23 and 2021-22
3.	Statutory Requirements	Registered as a Proprietary / society/ Joint Venture/ partnership firm or company under applicable laws.
4.	Documents required for technical qualification	<ul style="list-style-type: none"> <li>a. Self-attested scanned copy of certificate of required experience for last three (03) consecutive years out of 04 years i.e. F.Y. 2024-25, 2023-24, 2022-23 and 2021-22.</li> <li>b. Self-attested scanned copy of Certificate of Turnover for last three (03) consecutive years out of 04 years i.e. F.Y. 2024-25, 2023-24, 2022-23 and 2021-22 in the related field/business issued by Chartered Accountant.</li> <li>c. Self-attested scanned copy of PAN.</li> <li>d. Self-Attested scanned copy of GST registration Certificate along with number.</li> <li>e. Self-attested scanned copy of license from Food Safety and Standard Authority of India.</li> <li>f. Self-attested copy of Scan copy of proof of EMD submitted.</li> <li>g. Self-attested scanned copy of an affidavit duly sworn before a Notary that the firm or proprietary concerned or company has never been blacklisted.</li> <li>h. Self-attested scanned copy of an affidavit duly sworn before a Notary that neither bidder nor the firm/ Partners/proprietor/Director of the company/ member of Society has never been convicted or punished by any Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against any of them.</li> <li>i. Self-attested scanned copy of an affidavit to the effect that Bidder does not have any relation with the person authorized to evaluate the Bid technically or involved in finalizing the Bid or the bidder does not have any direct or indirect relationship with any person/staff/officer working in NEIGRIHMS.</li> <li>j. Self-attested scanned copy of the declaration by the bidder that the items being sold at cafeteria shall be at MRP or less.</li> <li>k. Self-attested scanned copy of the declaration by the bidder that items/ indicate list of FSSAI approved items to be sold and the cost will be displayed at a prominent location that will be visible to customers.</li> <li>l. Self-attested copy of EPF/ESIC registration certificate, if applicable to be read with Clause 4 of Section-I of Auction Notice.</li> <li>m. Self-attested scanned copy of the undertaking by the bidder that, they will not employ &amp; deploy any minor (less than 18 years) for providing Cafeteria Services at NEIGRIHMS, Shillong.</li> </ul>

2. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity.
3. In case the successful bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
4. A formal contract shall be entered into with the successful bidder. In this contract, the successful bidder shall be defined as bidder/ Service provider. The successful bidder/bidder/ Service provider will be required to enter into an Agreement/ Contract. The Service provider must undertake to sign the contract agreement within 15 (fifteen)days from the issue of the letter of acceptance, failing which EMD/security deposit may be forfeited and name may be removed from the list of bidder/ Service provider/supplier at NEIGRIHMS, Shillong. The successful Service provider shall have to enter into an agreement with the Institute and the cost incurred in this connection, shall be borne by the bidder/bidder/Service provider.
5. The bidder/ Service provider shall take at his own cost, if required, necessary insurance cover in respect of manpower and other personnel to be employed or engaged by him in connection with the afore mentioned services to NEIGRIHMS and shall indemnify NEIGRIHMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which NEIGRIHMS, Shillong may be party or involved

as a result of the bidder/ Service provider failure to comply any of the obligation under the relevant act law which the bidder/ Service provider is to follow.

6. Any attempt at negotiation direct or indirect on the part of the bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
7. The Bidder and his manpower shall abide by various rules and regulations of the Government / authorities. Bidder would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
8. The Service provider shall submit to NEIGRIHMS a list of all workers engaged to carry out the work, indication name, age, home address, qualification, etc and would also intimate as and when changes takes place. The Service provider shall not at any time engage any minor to carry out the work under the contract.
9. No subletting of work as a whole by the Service provider is permissible.
10. The Bidder shall undertake that any act of omission or commission including theft, by his manpower 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 manpower individually or collectively.
11. NEIGRIHMS, Shillong 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 NEIGRIHMS, Shillong 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 Bidder or his manpower. The decision of NEIGRIHMS, Shillong authorities in this regard would be final and binding on the Bidder. In such an event, NEIGRIHMS, Shillong shall have the right to engage any other bidder to carry out the task.
12. The Bidder and his manpower shall comply with all instructions and directions of the NEIGRIHMS, SHILLONG authorities given from time to time.
13. The Successful service provider/bidder/ Service provider shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint, and the said book shall be open for inspection by the concerned officer of NEIGRIHMS, Shillong.
14. The Bidder/ Service provider shall maintain and provide all necessary documentation, registers and records in connection with the performance of Cafeteria services and other related documents including for complying with any statutory requirements and provisions of applicable laws.
15. The bidder/ Service provider shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
16. The personnel engaged by the selected Service provider associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease/ infections diseases and anybody found suffering from such has to be kept out of engagement till he/ she is fully recovered. Whatever circumstances it may be the Service provider must ensure that the facility is not hampered and serving standard is maintained as mentioned in the contract
17. The list of personnel deployed for food preparation, handling and serving have to be intimated to the administrative authority of the Institute from time to time. The manpower engaged by the Service provider will not join or form any union associated with the Institute or otherwise any political party.
18. There shall be no compromise on the quality of food supplied by the Service provider and if any such incidence or food adulteration is found, action deemed fit, including blacklisting the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply. The Food safety checklist prescribed by the Food Safety and Standards Authority of India (FSSAI) as amended from time to time should be adhered to by the bidders/Service provider.
19. The Service provider must abide by all statutory rules and regulation of the Government of India and will be responsible for complying of all payment of minimum wages and other social security as per Government regulations, in force from time to time for the manpower engaged by the Service provider.
20. The Service provider will be responsible for such conduct of the persons engaged by him in the cafeteria, which will be conducive for maintaining the harmonious atmosphere in the hospital and will be responsible for any act commission & omission of such persons.
21. The Institute will provide only open space. Institute shall not provide kitchen accessories, appliances gas connection, utensils, crockery, cutlery and other Infrastructure. The Service provider shall use the water-supply and electricity economically, however consumption water-supply and electricity and H1 license fee shall be paid within the 10<sup>th</sup> of each and every month by the Service provider on actual basis or as conveyed by the Estate Section/ SE/ EE. **18% GST on H1 license fee as applicable will be on reverse charge basis to be deposited by the successful bidder within stipulated time frame as per prevalent GST guidelines.**
22. Only purified water (purified by Aquaguard/ Modiguard /Aquasure or equivalent purifier of similar standard) has to be served in the cafeteria.
23. The Service providers should keep the outlet clean. If, at any point the out and its premises are found to be unclean, the Service providers shall be held responsible and action deemed fit shall be taken by the competent authority. All floors and counter tops are to be scrubbed regularly and non corrosive detergents or soap, and all vertical surfaces/wall are to be dusted /cleaned regularly. The standard of cleaning should be such that there is no visible dirt or marks at on point of time.
24. The Service provider shall bear at the expenses for running the cafeteria and the Institute shall not in any manner be liable for any damage caused on incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen during discharging their duty.

25. The Service provider shall not be entitled to use the area allotted by the Institute for any other purpose or business other than the specified services. In the event of loss/theft/damage of property caused due to negligence of any of the manpower of the Service provider, the Institute shall be entitled to get compensation from the Service provider as decided by Director, NEIGRIHMS or his authorized representative.
26. NEIGRIHMS would not be liable for any compensation due to stoppage/change in scope of work due to local disturbance, change in policy or otherwise, obstruction of delay by any outside elements Service provider.
27. The Service provider shall not sell cigarette, bidi, pan, gutka, tobacco items, alcohol or any other prohibited items. If anyone is found indulging in these businesses, the Service provider shall be asked to leave the campus immediately and the Service provider shall be liable to lose the contract for breach of this condition.
28. The Service provider and its manpower should not cause any disturbance, obstruction & hospital unrest in and around the hospital premises or within the said building or snack corner /Cafeteria Services at any time for any reason.
29. The Service provider should keep the Cafeteria Services, other movables such as furniture, utensils etc., in good condition. If there is damage to building or other Institute property because of willful or negligent act or poor maintenance, the Service provider shall repair the same to reflect the original aesthetics or else the Institute shall levy a service charge of 200% over the cost or such repair work.
30. The Service provider should obtain all necessary permission, registration permits Licenses/ Sanctions from the appropriate Government/regulatory authorities concerned at his own cost, to run the Cafeteria Services.
31. The Service provider shall be responsible for complete job of running and maintenance of the above premises and shall include house-keeping, cleanliness and catering services. All manpower required for the jobs shall be provided by the successful Service provider at its own cost. The Service provider should not permit to sub-lease the building or any part of the building or premises to anyone.
32. The manpower engaged by the Service provider should wear the Uniform, be free from any contagious diseases and should obtain the Medical Fitness Certificate from a Medical/ health officer.
33. The Service provider will be monitored by the Director, NEIGRIHMS or his authorized representative, at regular intervals. The Service provider is required to use 'A' class raw materials/Vegetables & ingredients for preparation of the food.
34. The Service provider is required to dispose-off the wastage properly, as advised by the Institute from time to time.
35. The Service provider shall not use the name of the NEIGRIHMS, Shillong in business dealing with other persons or traders.
- 36. MRP items should be sold at MRP or less and declaration should be submitted with bid.**
37. The hospital campus is a "No Smoking Zone", hence sale and use of tobacco is prohibited.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. Operational:

The raw materials procured will be of the highest quality, (FPO, AGMARK, or ISI marked should be adhered to as far as possible) fresh and fit for human consumption. The food /snacks item must be stored properly to avoid contamination and infestation with pests. Sample of the food materials in the store will be checked by the hospital representative from time to time. The Food safety checklist prescribed by the Food Safety and Standards Authority of India, New Delhi as amended from time to time should be adhered to by the bidders/Service provider.

Vegetarian and non-vegetarian items should be segregated properly at all stages; storage, preparation and serving. The Service provider will be responsible for collection, serving trays/utensils/bottles etc (in case of non-disposable) with safe and standard quality of cleaning material. The Service provider will be responsible for safe disposal of the leftover food/vegetable peels/and other garbage hygienically so that it does not pollute the environment etc. If disposables are used in any of the Cafeteria Services, they should be disposed off, as per Civic/Municipal Authorities requirement from time to time.

### 2. Cleanliness:

The Service provider shall keep the area scrupulously clean and in a sanitary condition to the satisfaction of the dietary department and administration. The Service provider shall not damage the fittings and fixtures in the area provided by the Institute. In case of damage the Service provider shall be responsible for repair and replacement. It shall be the responsibility of the Service provider to engage adequate number of cleaners and manpower to provide them with adequate and necessary equipment/chemicals for keeping the area scrupulously clean. Anti rodent and pest control measures are to be strictly followed which will be the responsibility of the Service provider.

### 3. Manpower:

The Service provider shall engage adequate number of well-trained manpower (cooks and bearers) at his own expense for the proper discharge of the responsibility entrusted to him under the agreement and such manpower shall be persons with enough experience. They shall be provided with uniforms, aprons, headgears, etc. by the Service provider at their own cost and they are to be maintained in neat and tidy condition. The manpower engage by the Service provider shall be of good character and sound health.

### 4. Security and Safety:

NEIGRIHMS, Shillong shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory that maybe kept in the area store by the Service provider. The premises provided to the Service provider should only be used for the purpose as mentioned in the contract (i.e. Cafeteria Services for NEIGRIHMS only). Under no circumstances, should the premises be used for any other purpose, than what has been mentioned in the contract. Service provider will not store any hazardous and/or inflammable/ combustible goods or substances or articles in or around the area.

### 5. Space and Accommodation:

Space will be provided by NEIGRIHMS, Shillong to the Service provider for a specified period of the contract. At the time of termination of the contract, the Service provider will have to hand over to NEIGRIHMS. On the expiry or earlier termination of this Agreement, the said area shall be vacated peacefully by the Service provider and handed over to the NEIGRIHMS, Shillong in the condition they had received. In case during the period of contract, the Service provider decides to terminate the contract, a notice for a period of not less than three months must be given to the NEIGRIHMS administration.

### 6. Director, NEIGRIHMS, shall have the right -

- A. To stop the supply of or to destroy any article of food or drinks sold if found adulterated, contaminated, and unfit for human consumption or of unsatisfactory quality.
- B. To stop the service rendered by the Service provider, if detected not of the requisite standard.
- C. NEIGRIHMS Management shall on demand be supplied with a sample of any article of food or drinks for inspection and analysis.
- D. The Service provider shall allow the official of NEIGRIHMS to enter the area in order to inspect and execute, any structural additions and alterations or repairs to the said area premises, repairs to electric, water and sanitary installation, which maybe found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties.

- E. The food analysts and Public Health Authority of the Government will have the right to inspect the premises and to collect the food sample as per the law. The Service provider will be solely responsible of any shortfall/deficiency in this regard.

7. Jurisdiction:

Notwithstanding any other court or courts having jurisdiction to decide the questions(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 Shillong 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.

8. Waiver:

No failure or delay by NEIGRIHMS in enforcing any right to remedy of NEIGRIHMS in terms of contract or any obligation or liability of the bidder/ Service provider in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NEIGRIHMS and not withstanding such failure or delay, NEIGRIHMS shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

9. Penalty Clause:

Sl. No.	Penalty Clause	Fine
1.	Complaints regarding quality of food item	Replacement of food item & Rs 5,000.00 (Rupees Ten Thousand only).
2.	Complaints regarding quality of service	Rs 5,000.00 (Rupees Ten Thousand only)percomplaint.
3.	Workers deployed by the service provider not wearing apron, cap, gloves, etc. while serving and not removing nails of cooks employed weekly and if an improper conduct of the manpower is observed.	Rs 10,000.00 (Rupees Ten Thousand only)per instance. This will in addition to the right of the hospital administration to remove such manpower from the hospital premises
4.	Unhygienic and unclean kitchen and wash area with no adequate system of keeping foods, utensils, stoves, platform, overall kitchen premises dust free and soot clean as per standards.	Rs 10,000.00 (Rupees Ten Thousand only) per instance.
7.	Deficiency of lapse in hygiene at preparation site.	Rs 5000/- per occasion
9.	Shortage of manpower	Rs 5,000 per occasion
10.	Non-compliance of environmental friendly disposal of garbage	Rs 5,000 per occasion
11.	Untimely deposit of monthly licensee fee, for delays beyond a month	Interest at the rate of 10% per annum.
12.	Employment of Minors (Below 18 years)	Rs 50,000/- per occasion or as applicable as per Child labour regulations.
13.	Non-compliant to rules and regulations and provisions of the tender.	Rs. 1000/- per occasion.

AFFIDAVIT

(to be submitted along with technical bid)

I/We .....(Name)  
Contractor/Partner/Sole proprietor (strike out word which is not applicable) of  
(Firm).....do hereby declare and  
solemnly affirm to the fact that the individual firm/companies are not blacklisted by the Union or State  
Government or any partner or shareholder thereof are not directly connected with or has any subsisting  
inters in business of my/our firm.

I/We have disclosed the true information in respect of the Notice inviting tender and no part of it is false  
and nothing has been concealed. I/ We further declare that if any declaration is found incorrect, the  
security deposits are liable to be forfeited in addition to other penal action for the same.

DEPONENT

Address.....  
.....

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of  
my knowledge and beliefs. No part of it is false and nothing has been concealed. I/ We further declare  
that if any declaration is found incorrect, the security deposit is liable to be forfeited in addition to other  
penal action for the same. I sign this affidavit on this the ..... Day  
of.....at.....

Dated.....

DEPONENT

(Note: - To be furnished on non-judicial stamp paper duly attested by the Notary Public)

**Annexure-II**

(PRESCRIBED FORMAT)

To,

The Director,  
NEIGRIHMS,  
Mawdiangdiang, Shillong-18

Subject: Undertaking for Submission of “ KHADC Trading Licence”

Sir,

Inviting reference to the above subject, I , the undersigned do hereby undertake to submit the Trading licence from KHADC within 90 (Ninety) days of award of contract. In case, I fail to produce the said Trading licence within the stipulated period, my contract will be terminated without assigning any reason and at no cost to the Institute.

I , hereby enclose the necessary documents of proof of my application of the Trading Licence at KHADC,Shillong.

Thanking you,

Yours Faithfully,

Date:

Name of the Proprietor/ partner/Director

Place:

Seal:

