

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, मावडियांग्दिंग, शिल्लोंग - 793 018 (मेघालय) / Director's Block, Mawdlangdiang, Shillong - 793 018 (Meghalaya)

Store & Procurement:

Tele Fax: (0364) 2538032

F. No: NEIGR/S&P/S-17/2017-18(Snacks Corner)

Email: storeneigrihms@gmail.com

Website: neigrihms.gov.in

Dated: 19.10.2022

07/11/22

To,

**Principal/Manufacturer:** M/s Hind Jalpan,  
Mawlonghat, Shillong- 793002. Meghalaya. Ph- 0364-  
2544137

**Local Agent:** M/s Hind Jalpan, Mawlonghat, Shillong-  
793002. Meghalaya. Ph- 0364-2544137

**Subject:** Provisional letter of Intent- for operation and running of extended hours Food /Snacks centre (preferably 24 hrs x 7 days) located at 1<sup>st</sup> floor Public Utility Block in the Institute's premises including provision of fooding, customer services, hospitality services, for a period of five years renewable on yearly basis at the discretion of the Institute or till finalization of the next tender, whichever is later.

Sir / Madam,

1. With reference to GeM Bid No: GEM/2022/B/2282640 and in accordance with the terms, conditions of the e-tender document and this letter of intent, the Institute is pleased to offer a service contract for running /operation of extended hour Snacks Centre (preferably 24 hrs x 7 days), located at 1<sup>st</sup> floor Public Utility Block in the Institute's premises including provision of food, customer services, hospitality services, for a period of five years renewable on yearly basis at the discretion of the Institute or till finalization of the next tender, whichever is later w.e.f. 15.11.2022, for the services and cost enclosed herewith.
2. The Accepting officer reserves the right to have second inspection, which would be nominated by the Director of the Institute, and have the right to take necessary action, if found not conforming to the terms & conditions of the contract though the report of the earlier inspection has been accepted by the normal inspection authority.
3. The Institute requires snack centre contractor(s)/service agency to run the food provision and snacks services at Residential Campus of NEIGRIHMS, Shillong on justified tentative rates fixed by the Institute cater for the needs of the students, staff, beneficiaries and visitors attending the Institute. The snack centre contractor(s)/service agency may be allocated one additional area for operation on the same terms and condition, if considered appropriate by the Institute authorities.
4. The snacks centre services are also required to be extended during the examinations seminars, workshops, farewell tea, annual events and orientation courses etc.
5. To fix the menu in consultation with the delegated Committee of the Institute from time to time.
6. To supply Tea/Coffee/Cold Drinks and other readymade beverages as and when required.
7. The contract period shall commence on the date of commencement and shall remain for five years, renewal annually based on satisfactory performance on the same terms conditions and the rates at which the contract is awarded will be valid throughout the contract, subject to performance certified by the concerned committee and at the option of the Institute authorities. Any escalation/de-escalation indicated in the financial bid shall be taken for the purpose of price evaluation prior to award of contract. Claims after the e-bidding process, whatsoever, on account of increases in the rate of material to be used and other factors such statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if 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 to NEIGRIHMS, Shillong through appropriate reduction of the contracted rates.
8. A formal contract shall be entered into with the successful e-bidder. In this contract, the successful e-bidder shall be defined as contractor.
9. 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 and shall indemnify NEIGRIHMS against all acts of omissions, fault, breaches and or any claim demand, loss injury and expenses to which NEIGRIHMS, Shillong may be 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.
10. The successful bidder/contractor will be required to enter into an Agreement/ Contract. The agency has undertaken to sign the rate 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 contractor/supplier at NEIGRIHMS, Shillong. The successful agency shall have to enter into agreement with the Institute and the cost incurred in this connection, shall be borne by the bidder/agency.

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प्रोफेसर (डी) नरिण मेघालय  
Prof. (D) Narin Meghalaya  
निदेशक, शिल्लोंग-793  
NEIGRIHMS, Shillong-793



11. The catering services will be provided to the Institute at the fixed rate. The timings and working days of the snacks centre will be regulated by the snacks centre committee. The contractor shall display the list of items & rates in the premises.
12. The agency has to give a declaration that there is no vigilance/CBI case pending against the firm/ contractor.
13. No work will be allotted to Non-tribal Agency, Stockists, bonded warehouse, private carriage, cooperative societies, etc., except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
14. The snacks centre should be kept neat & clean and free of unhygienic conditions.
15. The responsibility of maintaining the cleanliness and hygienic condition of the snacks centres will be by the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, Snacks centre Management Committee may have the right to impose a fine and the contract may be cancelled giving a week's notice to vacate the premises.
16. The manpower/staff (not below the age of 18 years) employed by the contractor shall have to medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
17. The contractor shall have to construct /make his own modular /fabricated structure /furniture set up at their own cost and risk, for the food/snacks corner without destroying /alteration of the Institute premises.
18. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss equipment/fixtures found then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.
19. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.
20. The successful e-bidder shall not sub-let the premises either in whole or in part. The premises shall not use for residential purposes even for the snacks centre staff. 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 snacks centre.
21. The contractor 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.
22. Electricity & Water Charges shall be paid by contractor as per actual consumption on the prevailing rates of Meghalaya Power Distribution Co Ltd /MSEB or at such higher rates as may be decided by the Institute from time to time. The space shall be provided on payment of license fee of 1378 sq. x Rs.35.00/- per month subject to change, modification by the Institute authorities subject to evaluation or fair rental value as deemed fit by the Institute authority from time to time. *(As per MUDA or notepal body)*
23. 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 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 Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Shillong

Yours sincerely,



Director,  
NEIGRIHMS, Shillong

Enclosed: Specific terms and conditions Annexure: A *(8-14 PAGES)*  
Copy forwarded for Information and necessary action please: *DDA / DPA Halmu*

1. Medical Superintendent *DNIS / Asst. Prof. HA*
2. Accounts Officer *ASO - Snacks / SE / AE - Electrical -*
3. Financial Adviser / Internal Auditor *Estate officer*
4. EE (Civil)/AE -Electrical: for billing/ realization of water and electricity monthly charges, as applicable
5. Chief Dietician/AAO (GAD)/ Chief Security Officer
6. Stores Section record *raw officer / 2c / 2d / 2e / 2f / 2g / 2h / 2i / 2j / 2k / 2l / 2m / 2n / 2o / 2p / 2q / 2r / 2s / 2t / 2u / 2v / 2w / 2x / 2y / 2z*
7. Chief Security Officer / In-charge Sanitary department

*cc: Mr. Roman for upload on the Institute website*



The following Terms and Conditions will apply specifically in addition to the Rules and the Regulation as applicable to such contract in the Government of India / NEIGRIHMS.

### **SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC)**

1. Quality of food/services provided 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 e-bidding document.
2. The conduct/characters/antecedents and proper bona-fide of the workers in the snacks centre shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.
3. The decision to award the snacks centre services contract will be taken on the basis of prices quoted, feasibility, quality and quantity.
4. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.
5. Police verification and worker's identity cards will be compulsory before taking the charge complementary services (snacks centre). Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
6. Electronic billing machine for token system will be necessary.
7. The e-bidder shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the snacks centre. The prices of the items sold in NEIGRIHMS, SHILLONG snacks centre shall not be more than the local market rate and shall be govt approved and reviewed by committee of NEIGRIHMS, SHILLONG officials on regular basis. The approved rate list shall be displayed at proper location within the snacks centre areas by the e-bidder.
8. The e-bidder must visit the campus and the snacks centre premise to see the infrastructure before bidding. The e-bidder will be provided on monthly maintenance charge for the space and infrastructure like tables, chairs, lights, fans, water coolers and water supply. Snacks centre furniture, kitchen utensils, serving plates, LPG etc. will be provided by the e-bidder.
9. E-bidder shall not sell any cigarette, bidi, pan, alcohol etc. in the snacks centre and in the NEIGRIHMS premise, if anyone is found indulged in this business the person shall be asked to leave the campus immediately and the e-bidder shall be liable to lose the contract for breach of this condition.
10. As regards quality of materials and preparation, the e-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 e-bidder shall take meticulous care to provide clean and quality food in all preparations, (d) the menu decided by the Snacks centre Committee should be invariably followed. The committee members 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 twice a day on regular basis.
11. The e-bidder shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
12. The e-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.
13. The e-bidder shall ensure that either he himself remains present during breakfast/lunch/dinner services to the students or one of his responsible supervisors remain present.
14. The e-bidder shall not keep the snacks centre 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.
15. The e-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 snacks centre, in addition to what provided by NEIGRIHMS, Shillong.
16. Any attempt at negotiation direct or indirect on the part of the e-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 e-bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
17. The e-bidder and his staff shall abide by various rules and regulations of NEIGRIHMS, SHILLONG prevalent from time to time.
18. The e-bidder shall comply with all existing labour legislations and Acts, Provisions, 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 e-bidder in respect of non-compliance of any Labour legislation in force during the validity of the contract, the e-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.
19. The e-bidder shall submit to NEIGRIHMS, Shillong a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The e-bidder shall not, at any time, engage any minor to carry out the work under the contract.
20. The e-bidder 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 theft occurring on account of his staff individually or collectively.
21. NEIGRIHMS, Shillong would have the right to terminate the contract without notice before 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 &

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Store & Procurement Officer  
NEIGRIHMS Shillong-18



- regulations, or if there is any lapse in compliance of any labour legislation, or there is any incident of indiscipline on the part of the e-bidder or his staff. The decision of NEIGRIHMS, Shillong authorities in this regard would be final and binding on the e-bidder. In such an event, NEIGRIHMS, Shillong shall have the right to engage any other e-bidder to carry out the task.
22. The e-bidder and his staff shall comply with all instructions and directions of the NEIGRIHMS, SHILLONG authorities given from time to time. In the event of any emergent situation, the staff of the e-bidder shall comply with instructions given by the NEIGRIHMS, Shillong authorities, without waiting for confirmation by the e-bidder.
  23. All the workers engaged by the e-bidder for carrying out tasks under this contract, shall be deemed to be employees of the e-bidder only. The e-bidder shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The e-bidder shall also provide its workers photo-identity cards which shall be checked by the NEIGRIHMS, Shillong, as and when necessary.
  24. The successful service agency/contractor 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 opened for inspection by the concerned officer of NEIGRIHMS, Shillong.
  25. The Contractor shall maintain and provide all necessary documentation, registers and records connection with the performance of snacks centre and other related documents including for complying with any statutory requirements and provisions of applicable laws.
  26. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach contract.
  27. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, 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.
  28. The e-bidder must possess the requisite valid license issued by the competent authority for carrying out the business and shall be responsible for complying all laws pertaining to the services in question as well as those pertaining to employment of persons under him.
  29. The participating agencies should offer/ quote minimum 75% of the items (foodstuff/menu) indicated.
  30. The agency shall display certified copies of experience, license essential for carrying out the activities under reference, license and any other documents in support carrying out the activities under reference from Competent Authority.
  31. The agency must possess the requisite valid license issued by the competent authority for carrying the business and shall be responsible for complying with all laws pertaining to the services in question as well as those pertaining to engagement of persons under him and should obtain necessary license/ clearance certificate of the State Food inspector/ health authorities and should produce certified copies of certificate fulfilling the requirements.
  32. The personnel engaged by the selected agency must have proper and clean uniform for identification. The personnel so engaged should have the basic knowledge of personal hygiene and safe & clean methods of food handling.
  33. The personnel engaged by the selected agency associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease/ infectious diseases and anybody found suffering from such disease has to be kept out of engagement till he/ she is fully recovered. Whatever circumstances it may be the agency must ensure that the facility is not hampered and serving standard is maintained as mentioned in the contract.
  34. 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 agency will not join or form any union associated with the Institute or otherwise any political party.
  35. There shall be no compromise on the quality of food supplied by the agency and if any such incidence or food adulteration is found, action deemed fit, including black listing 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 and Standards Authority of India, New Delhi ([www.fssai.gov.in](http://www.fssai.gov.in)) notification/ amended from time to time, should be signed and adhered to by the bidders/agency.
  36. The agency has to abide by all statutory rules and regulation of the Government of India and will responsible for complying of all payment of minimum wages and other social security benefits (ESI, leave/ holiday, etc.) as per manpower law, in force from time to time for the manpower engaged by the agency and deployed in the hospital.
  37. The agency will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining the harmonious atmosphere in the hospital and will be responsible for any act commission & omission of such persons.
  38. The rates for different types of snacks /food /beverages, etc, once accepted, will remain the same the entire period of contract or extended period, if any.
  39. The hospital will provide only open space. Institute shall not provide kitchen accessories, appliances gas connection, utensils, crockery, cutlery and other Infrastructure. The agency shall use the water- supply and electricity economically, however, consumption of water-supply and electricity shall be paid within the 10<sup>th</sup> of each and every month by the agency on actual basis or as conveyed by the Executive Engineer/Estate Section.
  40. Only purified water (purified by Aquaguard/ Modiguard /Aquasure or other purifier of similar standard) has to be served in the mass.

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Store & Procurement Officer  
NEIGRIHMS Shillong-18



41. The agency should keep the outlet clean. If, at any point the outlet and its premises are found to be unclean, the agency 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.
42. The agency shall bear at the expenses for running the outlet 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.
43. The agency shall not be entitled to use the area allotted by the Hospital for any other purpose 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 agency, the Institute shall be entitled to get compensation from the agency as decided by Director, NEIGRIHMS or his authorized representative.
44. NEIGRIHMS would not be liable for any compensation due to stoppage/change in scope of work local disturbance, change of Govt. policy, Law and any other Judiciary, obstruction of delay by any out side elements agency.
45. The agency shall not sell cigarette, bidi, pan, gutka, tobacco items, alcohol or any other prohibited items. If anyone is found indulging in these businesses, the agency shall be asked to leave the campus immediately and the agency shall be liable to lose the service for breach of this condition.
46. If the agency gives wrong information in their tender and creates circumstances for acceptance of the bid, the Institute reserves the right to reject such tender or rescind contract at any stage.
47. The agency 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 agency shall not at any time engage any minor to carry out the work under the contract.
48. No subletting of work as a whole by the agency is permissible. Subletting of work in piece rated jobs permissible with the prior approval of the Institute.
49. The agency and its manpower should not cause any disturbance, obstruction & hospital unrest in and around the hospital premises or within the said building or snacks centre at any time for any reason.
50. The agency should keep the snacks centre, other movables such as furniture, utensils etc., in good condition. If there is damage to building or other Institute property because of wilful or negligent act or poor maintenance, the agency shall repair the same to reflect the original aesthetics or else Institute shall levy a service charge of 200% over the cost or such repair work.
51. The agency should obtain all necessary permission, registration permits Licenses/ Sanctions from the appropriate Government/regulatory authorities concerned at his own cost, to run the snacks centre.
52. The agency shall be responsible for complete job of running and maintenance of the above and shall include house-keeping, cleanliness, room services, and catering services. All manpower required for the jobs shall be provided by the successful agency at its own cost. The agency should not permit to sub-lease the building or any part of the building or premises to anyone.
53. The manpower engaged by the agency should wear the Uniform, be free from any contagious and should obtain the Medical Fitness Certificate from the Office of the Medical Superintendent.
54. No revision of rates will be allowed during the contract period. The agency will be monitored by the Director, NEIGRIHMS or his authorized representative, at regular intervals. The agency is required to use 'A' class raw materials/Vegetables & ingredients for preparation of the food.
55. The agency is required to dispose-off the wastage properly, as advised by the Institute from time to time.
56. The agency shall not use the name of the NEIGRIHMS, Shillong in business dealing with other person's traders.
57. The hospital campus is a "No Smoking Zone", hence sale and use of tobacco is prohibited.
58. Additional Conditions:
  1. Charges for the lunch, snacks etc. provided on occasions as per the orders of NEIGRIHMS, Shillong shall be processed by the respective section on submission of bills.
  2. The payment towards hospitality bills of NEIGRIHMS, Shillong office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by e-bidder. Any supply of food items without proper authorization by the designated authority of NEIGRIHMS, Shillong shall not paid for.
  3. The e-bidder shall charge for beverage/bakery items etc., from student at prescribed rates in cash which is beyond the scope of contract for listed bonafide students availing fooding/catering services.
  4. Similarly, as and when faculty/staff/visiting faculty avail fooding /mess services, such charges should be collected by the e-bidder directly, and the Institute shall not be responsible for the same.

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Store 3 Procurement Office  
NEIGRIHMS Shillong-18



## **SECTION-II: 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 ([www.fssai.gov.in](http://www.fssai.gov.in)) as amended from time to time, should be signed and adhered to by the bidders/agency. Vegetarian and non-vegetarian items should be segregated properly at all stages; storage, preparation and serving. The agency will be responsible for collection, serving trays/utensils/bottles etc (in case of non disposable) with safe and standard quality of cleaning material. The agency 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 snacks centre, they should be disposed off, as per Civic/Municipal Authorities requirement from time to time.

### **2. Cleanliness:**

The agency shall keep the area scrupulously clean and in a sanitary condition to the satisfaction of the dietary department and administration. The agency shall not damage the fittings and fixtures in the area provided by the Institute. In case of damage, the agency shall be responsible for repair and replacement. It shall be the responsibility of the agency to engage adequate number of cleaners and waste handlers and to provide them with adequate and necessary equipments/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 agency.

### **3. Manpower:**

The agency 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 agency at their own cost and they are to be maintained in neat and tidy condition. The manpower engaged by the agency shall be of good character and sound health. Manpower of the agency shall be provided with Identity Card that will be issued by agency under intimation to Chief Security Officer and Deputy Director, NEIGRIHMS. The agency at his own shall not entertain any outsider in the snacks corner.

### **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 agency. The premises provided to the agency should only be used for the purpose as mentioned in the contract (i.e. Snacks Centre for NEIGRIHMS only). Under no circumstances, should the premises be used for any other purpose, than what has been mentioned in the contract. Agency will not store any hazardous and/or inflammable/ combustible goods or substances articles in or around the area.

### **5. Space and Accommodation:**

Space will be provided by NEIGRIHMS, Shillong to the agency for a specified period of the contract. At the time of termination of the contract, the agency 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 agency and handed over to the NEIGRIHMS, Shillong in the condition they had received. In case during the period of contract, the agency decides to terminate the contract, a notice for a period of not less than three months must be given to the NEIGRIHMS administration.

### **6. NEIGRIHMS MANAGEMENT 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 agency, if detected not of the requisite standard.
- C. NEIGRIHMS Management shall on demand be supplied with a sample of any article of food drinks for inspection and analysis.
- D. The agency 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 agency will be solely responsible for 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 commercial court in this behalf at Shillong and only the said courts shall have jurisdiction entertain and try such action(s) and /or proceedings to the exclusion of all the other courts.

### **8. Waiver:**

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Toro & Procurement Officer  
NEIGRIHMS Shillong-18

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 contractor 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	Fine as may be proposed by NEIGRIHMS
1.	Complaints regarding diet quality from patients or hospital staff	Replacement of food & Rs 100/- per complaints there after	
2.	Complaints from staff or patients	Rs 100/- per valid complaint	
3.	Not using apron, cap while serving and not removing nails of cooks employed weekly	Rs 100/- per occasion	
4.	System of keeping utensils with food on kitchen platform not followed	Rs 100/- per occasion	
5.	Not covering utensils containing food in place	Rs 100/- per occasion	
6.	System of using separate towel not followed	Rs 100/- per occasion	
7.	Deficiency of lapse in hygiene at preparation site	Rs 100/- per occasion	
8.	Uniform/conduct of staff - If the staff of the operator is found without prescribed uniform and if an improper conduct of the staff is observed	Rs 100/- per occasion. This will in addition to the right of the hospital administration to remove such staff from the hospital premises	
9.	Shortage of manpower	Rs 100 per occasion	
10.	Non compliance of environmental friendly disposal of garbage	Rs 500 per occasion	
11.	Ultimately deposit of monthly licensee fee, for delays beyond a month	Interest at the rate of 18% per annum	

*Indira*

*NE*

*09/11/20*  
Store & Procurement Officer  
NEIGRIHMS Shillong-18

*7/10*



**Price Details:** (The following rates shall be valid for the entire period of contract with no escalation whatsoever)

Sl. No.	Category	Description of Meal /Menu	Size /Composition	Quantity	Estimated Rate (INR) Excluding GST	Percentage % of Discount on the tender Menu Rate	Price after discount excluding GST @ 5% or as applicable	
1	Beakfast	Beakfast			160	18.75	30	Inclusive of GST
2	Veg- Lunch Thali	Veg- Lunch Thali			160	37.5	60	
3	Non- Veg Dinner Thali	Non- Veg Dinner Thali			160	43.75	70	
1.01	Breakfast :	Bread with butter /jam	30gms (4"x3.5"x0.4") - (2nos) /10 gms	1 plt	18	20.635	14.286	
1.02		Cornflakes with milk	Cornflakes 50 gms + Milk 200ml (1 cup)	1 bowl	24	20.635	19.048	
1.03		Upma	120 gms	1 plt	24	20.635	19.048	
1.04		Poori with sabji	Poori 60 gms - (2 pcs) +Sabji 100 gms (1 katori)	1 plt	30	4.762	28.571	
1.05		Plain Paratha + Pickle	75 gms/10gms	1 no.	18	4.762	17.143	
1.06		Stuffed Paratha + Pickle	75 gms/10gms	1 no.	30	4.762	28.571	
1.07	Egg :	Boiled	50 gms	1 no.	10	4.762	9.5238	
1.08		Poached	50 gms	1 no.	15	4.762	14.286	
1.09		Fried/Bull's eye	50 gms	1 no.	15	4.762	14.286	
1.1		Omellete	50 gms	1 no.	20	4.762	19.048	
1.11		Scramble	50 gms	1 no.	20	4.762	19.048	
1.12	Lunch/Dinner:	Plain Rice	200 gms	1 plt	15	4.762	14.286	
1.13		Fried Rice (Veg)	200 gms	1 plt	36	5.82	33.905	
1.14		Fried Rice (Non - veg)	200 gms	1 plt	60	12.698	52.381	
1.15		Biryani (Veg)	200 gms	1 plt	60	4.762	57.143	
1.16		Biryani (Non - veg)	200 gms	1 plt	78	8.425	71.429	
1.17		Roti /Chapatti	40 gms - (2 nos.)	1 plt	12	20.635	9.5238	
1.18		Plain Dal	100 gms	1 bowl	15	4.762	14.286	
1.19		Fried Dal	100 gms	1 bowl	20	4.762	19.048	
1.2		Chicken curry	50 gms each - (4 pcs)	1 bowl	72	32.275	48.762	
1.21		Chicken butter masala	50 gms each - (4 pcs)	1 bowl	72	32.275	48.762	
1.22		Chilli Chicken	50 gms each - (4 pcs)	1 bowl	72	32.275	48.762	
1.23		Chicken Manchurian	50 gms each - (4 pcs)	1 bowl	72	32.275	48.762	
1.24		Chicken with mushroom	50 gms each - (4 pcs)	1 bowl	72	32.275	48.762	
1.25		Chicken meat ball	50 gms each - (6 pcs)	1 bowl	90	4.762	85.714	
1.26		Fried Fish	75 gms each - (2 pcs)	1 plt	60	4.762	57.143	
1.27		Fish curry	75 gms each - (2 pcs)	1 bowl	60	4.762	57.143	
1.28		Fish balls /Fish finger	50 gms each - (6 pcs)	1 plt	72	7.407	66.667	
1.29		Mixed speciality	100 gms	1 katori	30		30	
1.3		Palak Paneer	125 gms	1 bowl	90	15.344	76.19	
1.31		Matar Paneer	125 gms	1 bowl	90	15.344	76.19	

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1.32		Paneer with vegetables	125 gms	1 bowl	90	15.344	76.19
1.33		Chilli Paneer	125 gms	1 bowl	90	15.344	76.19
1.34		Steamed baby corn	100 gms	1 plt	25	23.81	19.048
1.35		Mixed vegetables	100 gms	1 bowl	20		20
1.36		Aloo dom	100 gms	1 bowl	20		20
1.37		Aloo gobi	100 gms	1 bowl	20		20
1.38		Vegetables with mushroom	100 gms	1 bowl	30		30
1.39		Vegetable Pakora	6 pcs	1 plt	30	26.984	21.905
1.4		Baingan Bharta	100 gms		20	4.762	19.048
1.41		French fries	100 gms	1 plt	25	4.762	23.81
1.42		Green salad		1 plt	30	36.508	19.048
1.43		Khasi Mixed Salad	100 gms		15	4.762	14.286
1.44	Indian Thali (Veg.):	Roti	20 gms	1 no	65	12.088	57.143
		Plain Rice	200 gms	1 plate			
		Plain Dal	100 gms	1 bowl			
		Mixed vegetables	100 gms	1 bowl			
		Papad		1 no.			
		Pickle	10 gms				
		Salad	100 gms				
1.45	Indian Thali (Non - Veg.):	Roti	20 gms	1 no	75	11.111	66.667
		Plain Rice	200 gms	1 plate			
		Plain Dal	100 gms	1 bowl			
		Mixed vegetables	100 gms	1 bowl			
		Fish	80 gms	1 pc.			
		or					
		Chicken	100gms	2 pcs.			
		Salad	100 gms				
1.46	Khasi Thali	Pulao (jadhoh stem)/Plain Rice	200 gms	1 plt	75		
		Dohkhleh/Dohjem/Chicken	100 gms	1 bowl			
		Fried vegetables	100 gms	1 bowl			
		Local Chutney (tungrymbai/tungtap)	20 gms				
		Salad (local)	100 gms				
1.47	All Time	Pastries (different types)	100 gm	1 no.	30	20.635	23.81
1.48		Burger (Veg.)	100 gm	1 no.	36	7.407	33.333
1.49		Burger (Non - Veg.)	100 gm	1 no.	48	10.714	42.857
1.5		Hot dog (Veg.)	100 gm	1 no.	36	7.407	33.333
1.51		Hot dog (Non - Veg.)	100 gm	1 no.	48	10.714	42.857
1.52		Patties (Veg.)	100 gm	1 no.	18	20.635	14.286
1.53		Patties (Non - veg.)	100 gm	1 no.	30	20.635	23.81
1.54		Chop (Veg.)	100 gm	1 no.	36	20.635	28.571
1.55		Chop (Non - veg.)	100 gm	1 no.	48	20.635	38.095
1.56		Steamed Momo (Veg.)	6 pcs	1 plt	36	7.407	33.333
1.57		Steamed Momo (Non - veg.)	6 pcs	1 plt	54	11.817	47.619
1.58		Roll (Veg.)	200 gm	1 no.	48	20.635	38.095
1.59		Roll (Non - veg.)	200 gm	1 no.	60	12.693	52.384
1.6		Pizza (Veg.)	250 gm	1 plt	72	7.407	66.667
1.61		Pizza (Non - veg.)	250 gm	1 plt	72	7.407	66.667
1.62		Sandwich (Veg.)	100 gm	1 plt	36	20.635	28.571
1.63		Sandwich (Non - veg.)	100 gm	1 plt	54	11.817	47.619
1.64		Wonton Fry (Veg.)	6 pcs	1 plt	54	11.817	47.619
1.65		Wonton Fry (non -veg.)	6 pcs	1 plt	72	7.407	66.667

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Store & Procurement Officer  
NEIGHBORS Chillang-18



1.66		Noodles (Veg.)	200 gms	1 plt	60	4.762	57.143
1.67		Noodles (Non - veg.)	200 gms	1 plt	72	7.407	66.667
1.68		Plain Dosa + sambar	9" diameter	1 plt	60	4.762	57.143
1.69		Masala Dosa + sambar	9" diameter	1 plt	72	7.407	66.667
1.7		Idli Steamed	Idli Steamed -2 pcs + Sambar 60 gms	1 plt	60	12.698	52.381
1.71		Chole Bhatura	Chole -2 pcs + Bhatura 200gms	1 plt	60	12.698	52.381
1.72		Samosa	150 gm + tomato sauce sachet	1 no.	21	18.367	17.143
1.73		Kachuri	150 gm + tomato sauce sachet	1 no.	21	18.367	17.143
1.74	Sweet items:	Rosgulla	100 gm	1 no.	21	18.367	17.143
1.75		Rasmalai	100 gm	1 no.	21	9.297	19.048
1.76		Kalakand	100 gm	1 no.	21	18.367	17.143
1.77		Ladoo	100 gm	1 no.	21	18.367	17.143
1.78		Lal mohan	100 gm	1 no.	21	18.367	17.143
1.79	Miscellaneous items:	Boiled Sandesh	100 gm	1 no.	21	18.367	17.143
1.8		Sweet Lassi	250 ml	1 glass	42	9.297	38.095
1.81		Plain Lassi	250 ml	1 glass	42	9.297	38.095
1.82		Biscuit ( Britannia/ Parle /Biskfarm /Cadbury /Etc)	250ml/500 ml /1 litre /2 litres		Discount on MRP		
1.83		Fruit Drinks (Real /Natural/Tropicana/ Etc)	250ml/500 ml /1 litre /2 litres				
1.84		Mineral water (Bailey /Beads /Etc)	250ml/500 ml /1 litre /2 litres				

*Signature*

*Signature*

From 1.01 to 1.84  
Exclusion of GST

*Signature*

Store & Procurement Officer  
NEIGHINS Shillong-18

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