



# राष्ट्रीय फैशन प्रौद्योगिकी संस्थान

(भारत सरकार के वस्त्र मंत्रालय द्वारा स्थापित और निफ्ट अधिनियम 2006

द्वारा शासित एक सांविधिक निकाय)

निफ्ट कैंपस, सेक्टर 26, पंचकुला -134116

(फोन: 0172-2929822)

**NIFT-PKL/Canteen/2020**

**15.07.2022**

National Institute of Fashion Technology (NIFT) – Panchkula Campus invites online tender under “Two BidSystem” from interested Firm/Companies/agencies **“For providing Canteen / Mess Services in campus for approx. 300 student”**, having experience of serving various educational institutions / University / Government Sector / PSU / Corporate bodies / Private Sector. Manual bids will not be accepted. Tender documents may be downloaded from NIFT website <https://nift.ac.in/panchkula/tenders> (for reference only) and from CPP site <https://eprocure.gov.in/eprocure/app>. Tender shall be submitted online only at CPP site <https://eprocure.gov.in/eprocure/app>

## Time schedule for tender process:

<b>Date of tender notification</b>	<b>15/07/2022</b>
<b>Last date for submission of duly filled in tenders (Online)</b>	<b>25/07/2022, at 14:00 hrs</b>
<b>Date and time of the opening of Technical bid of tenders</b>	<b>26/07/2021, at 16:00 hrs</b>
<b>Date and time of the opening of Financial bid of tenders</b>	To be informed to technically qualified bidders
<b>Earnest Money Required</b>	<b>Rs. 7,50,000/- in the form of DD in favour of NIFT, payable at Panchkula.</b>

**Note: This tender document contains 24 pages (Total no. of pages including Annexure). Tenderers are requested to signed all the pages of this Tender Document and submit scan copy online.**

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## **1. INTRODUCTION**

### **About NIFT:**

National Institute of Fashion Technology (NIFT) was set-up by the Ministry of Textiles, Government of India in the year 1986 which has been accorded statutory status under the Act of Parliament in 2009 (NIFT Act 2009) for the promotion and development of education and research in field of Fashion Technology . NIFT provides fashion business education across the country through its network of 17 Campuses. It provides four year under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management and fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raebareli, Shilong, Panchkula and Srinagar.

### **About NIFT Panchkula Campus:**

The permanent Campus of the NIFT Panchkula is in Sector 23, Panchkula. At present NIFT Panchkula is functioning from Government Polytechnic Building, at Sector 26, Panchkula -134116. The NIFT Panchkula Hostel at present has hostel capacity of 108 Beds. The NIFT Panchkula Campus intends add more Hostel Capacity in the hostel and the additional hostel capacity added will be part of contract generated through the tender.

## **2. OPEN E-TENDER NOTICE FOR RUNNING MESS / CANTEEN SERVICES**

The Institute provides canteen facility to the students (approximately 300 nos.) on the campus at Panchkula, Haryana, the number of students is expected to be doubled in coming two years. We are having students from different States of the Country. Most of them are taking all food – from breakfast to dinner on Campus and few day scholars are taking except dinner. Alternative / outside option of food is not available in nearby vicinity and hence quality of food served at the canteen and students' satisfaction is of prime importance. Students are the users and payers for the food. The institute's role is to act as facilitator to identify and provide quality food at a reasonable rate.

NIFT Panchkula Campus invites e-tenders under “**Two Bid System**” for providing Canteen / Mess Services in Campus for approx. 300 students (Expected to double in coming 02 Years) at the Campus. In addition to that, other staff / visitors may also avail the canteen/mess facility in the campus. The interested firms should apply online and submit their hard copies of tender and the bids along with scanned copies of all the relevant certificates, documents, and Scanned copies of DD of EMD etc. in support of their bids.

For applying online, the Firm should get itself registered at <https://eprocure.gov.in/eprocure/app>

***Note: The tenderer must submit duly self attested copies of all the relevant documents along with tender documents (Only Technical bid) in physical form also (which are being submitted with Online tender) along with required EMD on or before the opening date of the tender. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.***

***In case of any discrepancy (shortfall of documents etc), documents submitted online will only be considered for evaluation.***

**Joint Director**

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### Prior Eligibility and Criteria for Selection

(1) Prior experience certificate of last 5 years (2020-21, 2019-20, 2018-19, 2017-18, 2016-17) in government educational institutes such as NIFT, IIM, IIT, NIT etc/ government universities. (Experience/completion certificate issued by concerned organization must be attached as a token of proof) (2) Shop and establishment certificate/GST Registration certificate along with GSTIN No. (3) CA Certified Financial statements showing business turnover related to mess/canteen services in support of annual turnover of Rs. **5 Crore** in each year for last 5 financial years (2020-21, 2019-20, 2018-19, 2017-18, 2016-17,) of the agency (4) Bank Solvency certificate (not older than last six months from the date of opening of tender) for an amount not less than **Rs. 2 crore**. (5) Attested copy of GST Registration (6) Attested copy of License under Contract Labour Act (7) Attested copy of PF registration with Regional PF commissioner (8) Attested copy of ESI Registration (9) Attested copy of PAN card (10) Attested copy of valid license of FSSAI (10) Duly signed undertaking enclosed with the tender document (11) Copy of terms and conditions and every page of the tender duly signed with seal of the firm, in token of acceptance of terms and conditions and tender as quote. Self attested copies of all relevant documents should be enclosed.

### Quality and Technical specification

1) The following weightage will be given for evaluation of Price & Evaluation Bids received from technically qualified bidders:

Experience	20 (Twenty) Marks.
Performance certificate from client	05 (Five) Marks.
Annual Turnover for last five years	15 (Fifteen) Marks.
Price Quote	50 (Fifty) Marks.
Monthly Maintenance Charges offered	10 (Ten) Marks.

The bidder scoring the higher marks out of 100 marks as mentioned above would be awarded the contract.

The details of awarding marks are as under:

S. No.	Qualifying criteria	Marks Criteria
1.	Experience of running mess or canteen in government educational institutes such as NIFT, IIM, IIT, NIT etc /government universities.	1 mark will be awarded for per contract with a maximum of 4 marks per year. Experience will only be counted for Past/existing mess/canteen which are being run by the bidder in PSU/ government educational institutes such as NIFT, IIM, IIT, NIT etc/ Government Universities. <b>(Max: 20 Marks)</b>
2.	Performance Certificate during the last five years (i.e. 01.04.2016 to 31.03.2021 or till date) from government educational institutes/government universities.	1 mark will be awarded for each work performance certificate worth Rs.1 Crore or above with excellent/very good/ /satisfactory rating by the issuing authority. <b>(Max: 05 Marks)</b>
3.	Annual turnover for mess/canteen service contract for last 5 years (i.e. FY 2020-21, 19-20, 18-19, 17-18, 16-17)	3 marks will be awarded for turnover of Rs. 5 <b>Crore</b> & above per year & 2 marks will be awarded for turnover of Rs. 3 <b>Crore</b> & above but less than 5 Crore per year. <b>(Max: 15 Marks)</b>
4.	Monthly Price quoted for serving one breakfast, one lunch and one dinner per day to each student & (Plus) Price of meal per plate including GST quoted for Standard/Special/ VIP /	The lowest bid shall be given a financial score (FS) of 50 points. The financial score (FS) of other bidders will be determined using the formula: <b>FS = 50x FP/F</b> , in which FP is the lowest financial bid, and F is the financial bid of the particular bidder.

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	VVIP Thali as per details in Annexure -D.	
5.	Monthly Maintenance Charges to be paid to NIFT Panchkula (Excluding GST).	2 mark for every Rs. 2000/- with the maximum of 10 marks (Amount of GST shall be payable over and above to the quoted monthly Maintenance Charges) <b>(Max: 10 Marks)</b>

**Note:** The firms / agency having experience of government educational institutes / government universities / Govt. organizations will only be considered for technical evaluation.

**Scores obtained on financial offer will be added to scores obtained on technical offer to get a consolidated score (CS) according to the formula: CS=TS+FS. Bidder with the highest consolidate score (H-1) i.e. CS=TS+FS will be selected.**

- 2) The bidder must be ready to run the canteen within 15 days from the date of issue of work order.

### Submission of Bids

The process of online submission of bids are available on CPP portal i.e. <https://eprocure.gov.in/eprocure/app>. The tender document can be downloaded from NIFT's website i.e. [www.nift.ac.in](http://www.nift.ac.in) and also from <https://eprocure.gov.in/eprocure/app>. Applications to this tender will be accepted only through the online mode at <https://eprocure.gov.in/eprocure/app> along-with proof of scanned copies of Earnest Money Deposit (EMD) of INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand Thousand only) in the form of Demand Draft / Banker Cheque / fixed deposit receipt /Bank Guarantee in favor of 'National Institute of Fashion Technology' and payable at Panchkula shall relevant documents

The Firm should ensure that it complies with the requirements as per works before applying  
The interested firms are advised to read carefully the entire tender document before  
Submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any respect shall be summarily rejected.

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## INSTRUCTIONS

### **Tenderers should strictly take into account the following conditions before filling up the tender.**

- 1) The contract will be initially for a period of one year and can be extended for further period of two years thus making total in 3 years on mutually agreed terms & conditions depending upon the satisfactory services of contractor.
- 2) **The tender is QCBS based however tendering has to be done under two cover system due to technical reason. The Bidder will have to submit all documents including Financial Bid in the Technical Document itself. The NIFT Campus will open Financial bid (in CPP Portal) of on the bidder having highest marks for the purpose of awarding work. The bid of the bidder not submitted all required document is liable to be rejected.**
- 3) Yearly escalation of 2% to 5% for 2<sup>nd</sup> and 3<sup>rd</sup> year may be considered on initially quoted monthly price depending on the market rates/scenario at that time. However, the escalation clause may be reviewed by the constituted Committee during renewal of the contract.
- 4) The bidder can visit the Campus to see the infrastructure before bidding. The contractor will be provided with only space and minimum infrastructure like lights, fans, water cooler, water supply, electricity supply(on payment basis as per actual consumption), Canteen furniture etc. kitchen utensils, serving plates etc will be arranged by the contractor himself.
- 5) The Canteen Contractor shall provide the unlimited diet in Breakfast, Lunch & Dinner to the hosteller, day scholars, NIFT employees and visitors for Breakfast, Lunch & Dinner as per the quoted price.
- 6) The standard menu of Breakfast, Thali for Lunch and Dinner is attached at Annexure 'A' however, days wise menu will be decided by the Canteen Committee in consultation with the Canteen Contractor. Apart from the food items mentioned in the menu the contractor has to provide additional/special dishes which may be offered as extra during Lunch & Dinner. Besides, the Canteen Contractor shall provide the packing facility as and when required on no additional cost.
- 7) The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in Annexure-C.
- 8) The canteen shall remain open throughout the year, even during the vacations in order to facilitate food for faculties, staff and others. A separate coffee shop would be run by the other outsource branded agency not run by canteen contractor, and those who are running coffees shop will not be eligible for canteen tender.(Both canteen contractor and cafeteria contractor will not be same).
- 9) The monthly maintenance charges along with applicable rate of GST are to be paid for entire 10 months with an exemption of maintenance charges for June and July as it is summer break. Contractor shall have to pay quoted maintenance charges plus applicable rate of GST to the institute through Cheque /Demand Draft in favour of NIFT, Panchkula payable at Panchkula in the first week of every month. In case of non-payment of maintenance charges in a stipulated time period, a penalty will be levied Rs.500/- per week.
- 10) Actual consumption of the electricity for canteen and coffee shop will be paid on monthly meter reading basis. The Contractor will be required to pay electricity charges on actual basis (excluding air-conditioning system installed in the canteen area to facilitate the students), for which submeters shall be provided for kitchen and service area. Out of the total bills received by the Institute for electricity consumption, the amount in respect of the units consumed by the Contractor shall be paid by him /her to the Institute. No separate water charges will be charged by the institute.
- 11) As a part of the "Price & Evaluation Bid", the bidder shall quote the following: (1) Monthly Price per student for four meals daily (2) Price of meal per plate for Standard / Special / VIP / VVIP Thali (Annexure D) (3) Monthly Maintenance Charges per month to be paid to NIFT Panchkula.
- 12) The contractor will have to provide foods as per prescribed schedule at the NIFT canteen. Expenses due to transportation arrangement of foods to hostels/recommended places by NIFT authority will be borne by the contractor.

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- 13) The contractor shall have to make his own arrangements for the accommodation of its canteen staff. The canteen staff shall leave the campus latest by 11.00 pm and shall be granted permission to enter the campus not earlier than 05:30 am.
- 14) The contractor shall not be allowed to prepare food in the institute's premises for other than NIFT clients.
- 15) Housekeeping, sewer and routine maintenance expenses of the canteen and dining area will be borne by the contractor.
- 16) The disposal of solid waste and garbage shall be sole responsibility of the contractor as per norms laid down by the concerned government authorities.
- 17) The catering services should include innovative variety and balanced nutrition both for vegetarians and non-vegetarians. Requirement of Catering services include: (a) Breakfast, Lunch and afternoon snacks with tea/coffee for all students including hostellers and day-scholars, (b) Dinner for hostellers, (c) Breakfast / Lunch/Afternoon snack/Dinner etc. to those faculty/staff who require such services.
- 18) The contractor shall also provide various kinds of beverages, snacks and eatables in the canteen at such price/quotes as approved by the Canteen Committee from time to time. All packed items are to be paid for not more than the MRP.
- 19) The NIFT authorities would constitute a Canteen Committee consisting of students, faculty/staff members. The Catering Contractor will have to follow instructions of the Committee related to Menu, meal frequency, quality and service timings to suit students community requirements.
- 20) NIFT shall not provide any consumable or non-consumable items including raw materials at the canteen for the purpose of catering nor shall NIFT provide any utensils, equipment, crockery, cutlery, etc. On termination of the contract, the Contractor shall return to NIFT items of furniture/fixtures/equipments if any issued to him.
- 18) The quality and quantity of food will be inspected item wise by canteen committee / NIFT authorized officials very frequently and the contractor shall not deny access to such inspections.
- 19) The Contractor shall maintain the equipments if any provided by the NIFT in good working condition and would be responsible for damages caused. He will carry out the repairs without any delay to avoid interruption in services and cost of repairs shall be borne fully by the contractor. On termination of Agreement, contractor will hand over all such equipments/articles in good working condition back to NIFT.
- 20) NIFT reserves the right to call upon the contractor to remove any person employed / working in the NIFT canteen if found unsuitable for services on account of hygiene or health or conduct or any other administrative reason.
- 21) In case of interpretation, modification and any alteration with respect to terms & conditions the canteen committee, canteen contractor and Director will jointly look into such aspect and the decision of the Director will be final and binding to both the parties.
- 22) The Contractor shall use the water-supply economically.
- 23) NIFT shall provide a list of normal holidays and students vacations in each semester to the contractor for assessing and providing catering services to the hostellers residing during holidays and vacations.
- 24) The Institute reserves the right to impose a penalty (to be decided by the NIFT authorities) on the Contractor for any serious lapse in maintaining the quality and the services wilfully or otherwise by the Contractor or his staff or for any adulteration.

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## A. GENERAL TERMS AND CONDITIONS:

1. Please read the Terms & Conditions carefully before filling up the document. Incomplete E-tender Documents shall be rejected.
2. Any conditional offers made by the tenderer or any alternations/corrections made in the tender form shall not be considered. Similarly incomplete and unsigned tender documents are liable to be rejected.
3. NIFT reserves the right to obtain feedback from the previous/present clients of the tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot firsthand information regarding the quality of food and services provided by the tenderer. Decision of NIFT with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the Institute in this regard will be final and binding on all bidders.
4. The tender submitted by the bidders should remain valid for a period of 90 days from the date of opening of tenders.
5. Each tender must be accompanied by an Earnest money deposit of **Rs. 7,50,000/-** (Rupees Seven Lakh fifty thousand Only) by way of Demand Draft in favour of NIFT Panchkula, without which the tender shall be summarily rejected. "MSME / NSIC / Startups organization participating in the tender are exempted to submit EMD while submitting tender. Those exempted from submission of EMD must submit certificate issued by Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) / NSIC etc. or Startups as recognized by Department of Industrial Policy and Promotion (DIPP).
6. Individual signing the tender or other documents connected with the tender must specify whether he signed as:
  - (i) A sole proprietor of the concern or constituted attorney of such sole proprietor.
  - (ii) A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firms.
  - (iii) Director or Principal Officer duly authorized by the Board of Directors of the company.
7. In case of (ii) a copy of the partnership agreement or general power of attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate of registration of firm should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
8. The contractor shall specify the number of employees who will be stationed in NIFT Panchkula Campus and provide complete details about them. The contractor shall also provide police verification report of all their employees working with NIFT Panchkula Campus.
9. The canteen shall serve from 8.00 A.M. to 10.00 P.M. on all days of the week.
10. The contractor shall occupy the place earmarked for canteen and kitchen and shall not occupy the adjacent verandas and open space.
11. The contractor shall ensure that their employees do not loiter around in the campus. In case of any loss to NIFT caused by the employees of the contractor, the contractor will be penalized at the discretion of NIFT.
12. The canteen contractor shall ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. Adequate numbers of dustbins shall be provided by the contractor to ensure proper disposal of

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garbage. There should not be any littering of unused food or any other articles within the canteen. The Housekeeping inside the canteen and service areas shall be sole responsibility of the contractor.

13. The contractor shall ensure that the chef have proper shave and clipped nails while cooking food and should wear apron and head gear. The contractor may engage at least 20 staff members for smooth functioning of the canteen, which may include 1 manager/supervisor, 2 chef, 4 chef's helper, 2 for washing utensils, 4 for maintenance of canteen area, 5 for food counters and 2 for serving in Administrative block.
14. The contractor shall ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor shall be held solely responsible and will be penalized besides legal action.
15. The raw material used for cooking can be checked by NIFT officials at any time and if substandard/unauthorized material is found, the contractor shall be penalized at the discretion of NIFT and contractor shall have to abide by it.
16. The contractor shall be required to display the price list of all the food articles, snacks, soft drinks, tea, coffee and juice sold in the canteen. The prices of the items sold in NIFT canteen shall not be more than the local market rate and shall be got approved & reviewed by committee of NIFT officials on regular basis. The approved rate list shall be displayed at proper location within the canteen areas by the contractor.
17. National Institute of Fashion Technology reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason thereof.
18. The workmen employed by the contractor shall be directly supervised and controlled by the contractor, and shall have no relation whatsoever with National Institute of Fashion Technology. NIFT shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against NIFT for service or regularization of services by virtue of being employed at NIFT against any temporary or permanent posts at NIFT.
19. It shall be compulsory for the Canteen Contractor to take the following hygiene and cleaning measures :  
(a) Cleaning the kitchen area twice a day, including the store-room, (b) soaking the vessels in hot water at the end of the day, (c) Crockery to be washed with hot water using detergents, (d) thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week, (e) Periodic spraying of insecticides, (f) Cleaning the dining tables with detergent and water at the end of the day, (g) Thorough cleaning of wash basins with detergent at the end of the day.
20. The catering staff engaged by the Contractor shall : (a) Show professional courteous behavior at all times, (b) Staff must wear neat and clean uniform, aprons, gloves etc. (c) Catering staff will not smoke bidis, cigarettes or take alcoholic drinks on the campus and nor they are allowed to chew pan, gutka tobacco items etc.
21. Contractor shall not sell any cigarette, bidi, paan, alcohol etc. in the canteen and in the NIFT premises, If any person is found indulging in these activities the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition.
22. As regards quality of materials and preparation, the contractor shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis, (c) the Contractor shall take meticulous care to provide clean and quality food in all preparations, (d) the menu decided by the Canteen 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.
23. The Contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus and in the hostels.

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24. The Contractor shall not utilize the premises and facilities of the Institute to cater any other client, other than NIFT students, faculty, staff and visiting faculties.
25. The Contractor shall make adequate arrangements to serve tea/coffee/cold drinks, etc. to faculty & staff twice a day (in the morning and afternoon) at their work-place without any additional charge. The Contractor shall also make arrangements to serve food/snacks/tea/coffee/cold drinks etc. in the official meetings and conferences.
26. The Contractor shall ensure that either he himself remains present during breakfast/lunch/dinner services to the students or one of his responsible supervisors remains present.
27. The Contractor shall not keep the canteen closed without prior permission from the NIFT authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by NIFT as it may deem fit.
28. If contractor fails to serve food for Hostel students on any day without prior permission of the canteen committee, NIFT will make such arrangements and the cost incurred on such arrangement shall be recovered with penalty to be decided by NIFT.
29. The contractor shall bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, freezer, refrigerator, Hot Bain Marie etc., in sufficient quantity as needed to maintain the canteen services, in addition to what is provided by NIFT.
30. Before submitting the filled-in E-tender Document to the Institute, the bidders may seek clarification(s), if any, from Joint Director – on Tel. No. 0172-2929822 OR in person by visiting the Institute during working hours by taking prior appointment.
31. The contractor shall be solely liable for any miss-happening/casualty including fire explosion etc. happens/occurs during the contract period in the canteen premises and the Contractor shall be entitled to pay compensation to the victim/s if any in the said miss- happening and there will be no liability of NIFT in this regard either towards the Contractor or towards the victims.
32. The contractor will do regular pest & flies control at his own cost.
33. The bidder will be required to submit anti-profiteering format under GST laws after finalization of E-tender.
34. The minimum monthly mess charges will be calculated on daily basis for Unlimited Breakfast, Lunch and dinner which should not be less than the Rs. 150/- per day (including Tax) failing which tender will not be considered.
35. All payments made to contractor will be subject to TDS and applicable Taxes from time to time.

## **B. LEGAL TERMS AND CONDITIONS:**

1. The Contractor and his staff must abide by various rules and regulations of NIFT as prevalent from time to time.
2. The Contractor shall comply with all existing labour legislations and Acts, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Contractor in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
3. The Contractor shall submit to NIFT a list of all workers engaged to carry out the contract work, indicating name, age, home address, qualifications, etc, and would also intimate as and when any change takes place.

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Employment of child labour is strictly prohibited under the law. Therefore, the Contractor shall not engage any child labour to carry out the work under the contract.

4. The Contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
5. The contract once awarded can be terminated by either party i.e. NIFT or the Contractor after giving three month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, NIFT Panchkula reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. NIFT's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
6. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.
7. The Contractor and his staff shall comply with all instructions and directions of the NIFT authorities given from time to time. In the event of any emergent situation, the staff of the Contractor shall comply with instructions given by the NIFT authorities, without waiting for confirmation by the Contractor.
8. The arrangement shall be valid initially for a period of one year from the date of award of the contract. The contract could be renewed further for two terms of one year each on mutually agreed terms & conditions, depending upon satisfactory services of the Contractor.
9. All the workers engaged by the Contractor for carrying out tasks under this contract, shall be deemed to be the employees of the Contractor only. The contractor shall be solely responsible for their conduct, wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its Workers photo-identity cards which shall be checked by the NIFT as and when necessary.
10. Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

### **C. FINANCIAL TERMS & CONDITIONS:**

1. Semester fees from the students (both hostellers and day scholars) for providing catering services at approved rates shall be directly collected by the vendor. Payments of mess fees to the Canteen Contractor shall be made on monthly basis. Mess fee are not charged from the students for the month of June and July. Thus the contractor would be paid for 10 months i.e from August to May. Since the contractor will get the payment for 10 months including academic breaks, he has to compensate by providing food to few students who are present due to academic reasons during all breaks including June and July.
2. Charges for the lunch, snacks etc. provided on occasions as per the orders of NIFT shall be paid on submission of bills.
3. The payment towards hospitality bills of NIFT office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by contractor. Any supply of food items without proper authorization by the designated authority of NIFT shall not be paid for.
4. The Contractor will have to supply breakfast/lunch/dinner in the Canteen/Academic/ Admin Block / designated area on various occasions such as official meetings, conference, juries, spectrum, converge etc as per requirement and schedule drawn for the purpose by the concerned authorities of the Institute. The contractor shall also ensure proper office services for the NIFT officials.
5. The payment in respect of official meetings/ conference/ hospitality bills of the Institute shall be paid on production of bills duly verified by the concern department/authorities.
6. In addition to catering services to students for Lunch & Dinner included in the mess fees, if any student buys beverages/bakery items/fruits etc. available at the Canteen Counter, the Contractor shall charges the

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prescribed rates directly from the students in cash. The Institute shall not be responsible for any such dues from students. Also, if any student entertains their friends/guests/family members at the mess/canteen, such charges should be collected by the Contractor, directly from students.

7. Similarly, as and when faculty/staff/visiting faculty avail canteen/mess services, such charges should be collected by the contractor directly, and the Institute shall not be responsible for the same.
8. The Contractor shall be responsible for timely payment of wages to his/ her workers as per Minimum Wages Act of Govt. of India and fulfill all other statutory obligations, such as, Provident Fund, ESI, GST, Workman's Compensation Act/ Fatal Accident Act, Personal Injuries etc, whichever is applicable. The proof of payment made to individuals & statutory liability must be submitted to NIFT for releasing payment every month. NIFT shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act, or in any other labour legislation or other statutory obligations during the validity period of the contract shall be the responsibility of the Contractor
9. Income tax, as per prevalent laws, shall be deducted at source while making payment of Contractor's bills.
10. The contractor shall be required to deposit an amount of **Rs. 10,00,000/- (Rupees Ten Lakh only)** as security deposit immediately after issue of Work Order in the form of FDR/BG/DD of nationalized bank/schedule bank only in favour of NIFT payable at Panchkula. No interest shall be paid on such security deposit, which shall remain with Institute during the continuance of the contract and it shall be released only three months after the expiry or termination of the contract, subject to clearance of all dues by the contractor.
11. From among the bidders short-listed after the evaluation of the Technical Bid, the **Bidder with the highest consolidate score (H-1) i.e. CS=TS+FS will be selected.** In case two or more tenderers got the same consolidated score, preference will be given to the tenderer having maximum experience of running Canteen/mess service in similar Govt. educational institutes/government universities/govt org/psu as per the records submitted by the bidder at the time of submitting the tender.  
Please note that the experience for a specific period will be counted once only irrespective of no. of institutes/universities.
12. The prospective bidders should also note that the documents submitted at the time of e-tendering process will only be considered for the evaluation in technical bid. Thus, bidders are required to be ensured to submit all the relevant documents as per terms & conditions of the tender document at the time of submitting the tender. The decision of Competent Authority will be final in this regard.
13. NIFT Reserves the right to cancel the tender without assigning any reason. NIFT Will not be liable to pay any compensation to any bidder.

#### **ARBITRATION:**

All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Panchkula. The language of arbitration shall be English.

#### **JURISDICTION:**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of

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High Court of Punjab and Haryana, Chandigarh 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.

**WAIVER:**

No failure or delay by NIFT in enforcing any right to remedy of NIFT 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 NIFT and notwithstanding such failure or delay, NIFT shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

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**UNDERTAKING BY THE CANTEEN CONTRACTOR**

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

The information/documents furnished are true and authentic to the best of my knowledge and belief. I/we, am/ae well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

Place : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

: \_\_\_\_\_

\_\_\_\_\_

Phone No: (O): \_\_\_\_\_

(R): \_\_\_\_\_

(M): \_\_\_\_\_

Valid e-mail id : \_\_\_\_\_

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**Mess Menu Items**

**A) Morning Breakfast:**

- a) Tea
- b) Coffee
- c) Milk, Chocolate powder
- d) Bread butter, All type of Sandwiches
- e) Butter toast
- f) Cornflake or Dahlia
- g) Omlette, Bhurji, Egg items (by order)
- h) Boiled Gram or Mug
- i) Any one Hot snacks from listed below

Samosa	Upma
Kachori	Bataka Pauva
Cutlets	Bread Pakoda
Vada-Sambhar	Ragda Pettish
Dal Vada	Bataka Vada
Bhajiya (seasonal vegetables)	Berger
Idli sambhar	Dahi vada
Chinese Bhel	

**B) Lunch:**

1. Green vegetables (as per season)
2. Gram vegetables (Kathol)
3. Plane Rice / Jira Rice / Fried rice / Pulav
4. Punjabi Kadhi / Punjabi Dal / Dalmakhani / Panchratna Dal (Mixture of five types Dals)
5. Dahi / Butter milk / Bundi raita / Vegetables raita
6. Chapati / Butter Roti / Nan / Tanduri Roti / Paratha
7. Salad
8. Pickles

**E) Dinner:**

- 1) Green vegetables (as per season)
- 2) Gram vegetables (Kathol)
- 3) Plane Rice / Jira Rice / Fried rice / Pulav
- 4) Punjabi Kadhi / Punjabi Dal / Dalmakhani / Panchratna Dal (Mixture of five types Dals)
- 5) Dahi / Butter milk / Bundi raita / Vegetables raita
- 6) Chapati / Butter Roti / Nan / Tanduri Roti / Paratha
- 7) Salad
- 8) Pickles

**Note:**

1. All foodgrains, spices, oils used for cooking purpose should be of brand specified in Annexure C. The contractor should use all standard brands in milk item/sauces etc as entailed in Annexure C.
2. **The contractor must arrange hot Bain Marie counters to serve the food.**
3. **Evening Snacks should be served on cash basis.**
4. **All above food items for lunch and dinner are to be served unlimited.**

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**PART – I TECHNICAL BID**

- a. Name of the Firm : \_\_\_\_\_
- b. Whether Proprietary or Partnership : \_\_\_\_\_
- c. Name of Owner / Partners : \_\_\_\_\_
- d. Address of the Firm : \_\_\_\_\_
- \_\_\_\_\_

<b>Required Documents</b>	<b>Attached/Not Attached</b>	<b>Sr. No. of Proof</b>
Shop and establishment certificate/GST Registration certificate along with GSTIN No.		
DD for Earnest Money Deposit Rs. 7,50,000/- (if registered under MSME/NSIC/Startups then submit copy of registration / certificate)		
A list of owner / partners of the firm and their contact telephone numbers along with a certificate to the effect that the firm is neither blacklisted by any government department nor any criminal case registered against the firm or its owner/partners anywhere in India		
Certified document in support of annual turnover of Rs. 5 Crore for mess/canteen service contract in each year for last 5 financial years (2020-21,2019-20,2018-19,2017-18,2016-17) of the agency (CA Certified Financial statement showing business turnover related to mess/canteen services in support of annual turnover of Rs. 5 crores for last 5 years must be enclosed along with Technical Bids).		
Bank Solvency certificate (not older than last six months from the date of opening of tender) for an amount not less than <b>Rs. 2 crore.</b>		
Attested copy of GST Registration		
Attested copy of License under Contract Labour Act		
Attested copy of PF registration with regional PF commissioner		
Attested copy of ESI Registration		
Attested copy of PAN card		
Attested copy of valid license of FSSAI		
Prior experience certificate of last 5 years (2020-21, 2019-20,2018-19,2017-18,2016-17,) in government educational institutes such as NIFT, IIM, IIT, NIT etc/ Government Universities, Govt Organisations, PSU. <b>(Experience/completion certificate issued by concerned organization must be attached as a token of proof)</b>		
Duly signed undertaking enclosed with the tender document		
Copy of terms and conditions and every page of the tender duly signed with seal of the firm, in token of acceptance of terms and conditions and tender as quote.		

(Seal and Signature of the Contractor)

(f). Mention the Quotes as under:

S. No.	Criteria	Quotes	Sr. No. of Proof
1.	Experience of running mess or canteen in government educational institutes such as NIFT, IIM, IIT, NIT etc/ government universities.	Total number of years of experience : .....years	
2.	Performance Certificate during the last five years (i.e. 01.04.2016 to 31.03.2021/till date)	No. of performance certificates with Excellent/very good/satisfactory rating for work order of Rs. 1 crore or more: .....Nos.	
3.	Annual turnover for mess/canteen service contract for last 5 financial years (2020-21, 2019-20,2018-19,2017-18,2016-17)	<b>2020-21:</b> Rs..... <b>2019-20:</b> Rs..... <b>2018-19:</b> Rs..... <b>2017-18:</b> Rs..... <b>2016-17:</b> Rs.....	

g. **Details of EMD (Rs.7,50,000/-)**

1) Draft No. : \_\_\_\_\_

2) Issuing Bank : \_\_\_\_\_

3) Amount Rs : \_\_\_\_\_

**Date :**

**(Signature & Seal of the Contractor)**

(Seal and Signature of the Contractor)



**LIST OF PAST CLIENTS DURING LAST THREE YEARS (OTHER THAN PRESENT CLIENTS)**

**(Tenders not accompanied by this information shall be summarily rejected)**

Sl No.	Clients name, address & contact no.	Name of contact person & phone no.	No. of persons availed catering services at a time	Period		Contract value per annum in Rs.	Reason for termination if any	Sr. No. of Proof
				From	To			

**Enclosure:**

1. Experience certificates from all the organization mentioned above (along with serial nos.).
2. Copy of the Work order /Agreement of all the organization mentioned above (along with serial nos.).

**UNDERTAKING**

I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to false or the information is found to be supposed by me

**Date :**

**(Signature & Seal of the Contractor)**

(Seal and Signature of the Contractor)

**LIST OF PRESENT CLIENTS**

**(Tenders not accompanied by this information & document in support of the same may be summarily rejected)**

<b>Sl No.</b>	<b>Clients name, address &amp; contact no.</b>	<b>Client phone &amp; address of present canteen</b>	<b>Period of contract</b>	<b>No. of person availing catering facility</b>	<b>Contract value per annum in Rs.</b>	<b>Sr. No. of Proof</b>

**Enclosure:**

1. Experience certificates from all the organization mentioned above (along with serial nos.).
2. Copy of the Work order /Agreement of all the organization mentioned above (along with serial nos.).

**UNDERTAKING**

I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to be false or the information is found to be suppressed by me

**Date :**

**(Signature & Seal of the Contractor)**

(Seal and Signature of the Contractor)

**NATIONAL INSTITUTE OF FASHION TECHNOLOGY**

**Part II – PRICE & EVALUATION BID**

Mention the Quotes as under:

<b>S. No</b>	<b>Criteria</b>	<b>Quotes (in Rs.)</b>
1.	<b>Monthly Price</b> including GST quoted for serving one breakfast, one lunch, and one dinner per day to each student as per details in <b>Annexure -A.</b>	Amount: Rs.....
2.	Price of meal per plate including GST quoted for Standard/Special/VIP/VVIP Thali as per details in Annexure -D.	(a)Standard Thali : Rs.....per meal (b)Special Thali : Rs.....per meal (c)VIP Thali : Rs.....per meal (d)VVIP Thali :Rs.....per meal <b>Total (in Rs.)</b> .....
3.	Monthly Maintenance Charges plus applicable GST to be paid to NIFT, Panchkula	Maintenance Charge of Rs.....Plus applicable GST.....%

The cost evaluation will be done under Combined Quality cum Cost Based Systems and the bidder who scores highest marks will be selected.

**CERTIFICATE**

I/We have carefully gone through the various terms and conditions mentioned in the tender document. I/We agree to all the conditions and offer to provide **Canteen services** at NIFT Panchkula. I/We am/are making this offer after carefully reading the conditions and understanding the same. I/We have acquainted with the tasks required to be carried out, before making this offer. I/We hereby sign this undertaking as token of our acceptance of various conditions listed above. I/We also certify that the documents submitted by me/us are true and correct in order to the best of my knowledge and belief. In case any of the documents submitted by me is found false, I understand that institute has the right to reject my offer/tender at any point of time

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

Place : \_\_\_\_\_

Name : \_\_\_\_\_

Designation

Seal of the Company /Agency:

(Seal and Signature of the Contractor)

**Tentative List of Breakfast and Snacks items**

<b>Sl. No.</b>	<b>Item &amp; Quantity</b>
1	Tea Regular (60 ml) one cup
2	Tea Bag Tea (60 ml) one cup
3	Coffee (60 ml) one cup
4	Cold Coffee (250 ml)
5	Lassi (Sweet) 250 ml
6	Lassi (salted) 250 ml
7	Shake one glass 250 ml
8	Fresh Lime water one glass 250 ml
9	Fresh Lime Soda one glass (Sweet) 250 ml
10	Ice cream
11	Veg. Sandwich ( per piece)
12	Cheese Sandwich ( per piece)
13	Butter Toast ( per piece)
14	Veg. Cutlet ( per piece)
15	Bread Pakora ( per piece)
16	Paneer Pakora (100 gm )
17	Veg. Pakora (Mix) 100 gm.
18	Samosa Regular ( per piece)
19	Cheese Patty ( per piece)
20	Veg. Patty ( per piece)
21	Idly Sambar 4 pcs. with chuttni
22	Poha / Uppma 1 plate
23	Bread Omlette ( 1 egg + 2 slice)
24	Stuffed Parantha with curd & pickle (2 Nos.)
25	Puri Subzi (5 puri)
26	Veg. Burgar ( per piece)
27	Chicken Burgar ( per piece)

**Tentative List of Breakfast and Snacks items**

Sl. No.	Item & Quantity
28	Chhole Bhature (2 Bhature + Chhole)
29	Chana Kulcha 2 pcs.
30	Plain Dosa 1 piece with sambhar and chutnee
31	Masala Dosa 1 piece with sambhar and chutnee
32	Veg. Chowmeen per plate
33	Egg Chowmeen with 1 egg per plate
34	Chicken chowmeen per plate
35	Uttapam (Onion / Tamoto) with sambhar and chutnee
36	Veg. Momos one tray 10 pcs with chutnee .
37	Cheese Momos 10 pcs with chutnee .
38	Chicken Momos 10 pcs with chutnee .
39	Dahi Bhalle per piece
40	Chicken Biryani with Basumati rice and 3 chicken pieces per plate
41	Veg. Biryani per plate
42	Gulab Jamun/Rasgulla per piece
43	Bundi Laddu ( per piece)
44	Maggi (Rs.10/- pack) cooked
45	Maggi (Rs.05/- pack) cooked
45	Vada 2 pieces with sambhar
46	2 stuffed parantha with one egg Omlette and tea
47	Paw Bhaji with two Paw
48	Uttapam 2 nos (Onion / Tomato) with sambhar and chutnee
49	Additional/Special dish offered as extra during Lunch & Dinner

The 'on-spot-payment' rate & menu of the breakfast and snacks items (including other items not mentioned in the above list) for the NIFT students, staff, and guests of NIFT including the parent/relatives of the students would be as decided jointly by the Canteen Committee and the Contractor.

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**PERMISSIBLE BRANDS OF CONSUMABLES**

<b>ITEM</b>	<b>BRAND</b>
Salt	Iodized salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR,Catch,Ashok,Everest or equivalent quality brands or Agmark brand
Ketchup	Maggi, Kissan, Heinz
Oil	Refined oil such as Sundrop, Nature Fresh, Godrej
Pickle	Mother's or Priya or Tops
Atta	Aashirvad, Pillbury, Nature Fresh, Annapurna, Shaktibhog
Butter	Amul, Britannia, Mother Dairy, Sanchi, Parag
Bread	Harvest/Britania make / Top & Town / Modern / Avon
Jam	Kissan, Nafed
Milk	Toned milk of Mother Dairy/Amul/other good brand locally available.
Paneer	Amul/Mother Dairy / Sanchi
Tea	Brook Bond, Lipton, Tata
Coffee	Filter Coffee
Biscuits	Britannia, Parle, Good Day, etc.
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell - all varieties, Top & Town, Vadilal,Baskin Robbins
Mixtures/Chips	Haldiram/Bikaner or any top brand
Mineral Water	ISI marked Kinley/Bisleri/Ganga
Besan, Dal	Rajdhani or Top brand
Rice	Basmati
Cold Drinks	Pepsi, Coke etc.
Juices	Real, Tropicana

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**Meals of different categories (Standard/Special/VIP/& VVIP meals)**

<b>Sl no.</b>	<b>Type of meal</b>	<b>Menu</b>	<b>Other arrangements</b>	<b>Remarks</b>
1.	<b>Standard Thali</b>	<ol style="list-style-type: none"> <li>1. Roti / Poori</li> <li>2. Rice</li> <li>3. Paneer Vegetable / Mix Veg</li> <li>4. Dal Fry</li> <li>5. Raiyata Boondi</li> <li>6. Pickle</li> <li>7. Papad</li> <li>8. Green Salad</li> <li>9. Sweet Dish</li> </ol>	Water dispenser with disposable glass has to be provided by the canteen contractor.	
2.	<b>Special Thali</b>	<ol style="list-style-type: none"> <li>1. Roti,</li> <li>2. Poori</li> <li>3. Rice Plain /Fried</li> <li>4. Paneer vegetable</li> <li>5. Mix Veg</li> <li>6. Non Veg.</li> <li>7. Dal Fry OR Dal Makhani</li> <li>8. Raiyata Boondi OR Mix Fruit</li> <li>9. Achar,</li> <li>10. Papad,</li> <li>11. Salad</li> <li>12. Sweet Dish</li> </ol>	Water dispenser with disposable glass along with all necessary arrangement for buffet system has to be provided by the canteen contractor	
3.	<b>VIP Thali</b>	<ol style="list-style-type: none"> <li>1. Roti</li> <li>2. Kachori</li> <li>3. Poori</li> <li>4. Tandoori Roti / naan</li> <li>5. Peas Rice Plain/ Fried</li> <li>6. Paneer Vegetable (Sahi Paneer / Kadai Paneer )</li> <li>7. Dahi Vada</li> <li>8. Mix Veg</li> <li>9. Non Veg.</li> <li>10. Dal Fry OR Dal Makhani,</li> <li>11. Raiyata Bondi OR Mix Fruit,</li> <li>12. Rusmalai</li> <li>13. Ice Cream -Normal</li> <li>14. Sprout</li> <li>15. Achar</li> <li>16. Papad</li> <li>17. Salad</li> </ol>	Water dispenser with disposable glass & Water bottles along with all necessary arrangement for buffet system has to be provided by the canteen contractor	
4.	<b>VVIP Thali</b>	<ol style="list-style-type: none"> <li>1. Roti</li> <li>2. Kachori</li> <li>3. Poori</li> <li>4. Tandoori Roti</li> <li>5. Rice Plain/Fried</li> <li>6. Matar Mushroom OR Kofta (As Per Demand)</li> <li>7. Stuffed Tava Sabzi</li> </ol>	Water dispenser with disposable glass & Water bottles along with all necessary arrangement for buffet system. has to be provided by the canteen contractor	

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		<ol style="list-style-type: none"><li>8. Paneer vegetable</li><li>9. Mix Veg</li><li>10. Non Veg</li><li>11. Dal Fry OR Dal Makhani,</li><li>12. Raiyata Bondi Or Mix Fruit</li><li>13. Rusmalai</li><li>14. Ice Cream- Special</li><li>15. Halua (Gajar,Moong Dal Etc.)</li><li>16. Sprout</li><li>17. Achar,</li><li>18. Papad,</li><li>19. Salad.</li></ol>		
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