

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान

वस्त्र मंत्रालय, भारत सरकार निफ्ट कैम्पस, करवड़, जोधपुर—342 037,राजस्थान, भारत National Institute of Fashion Technology Ministry of Textiles, Govt. of India NIFT Campus, Karwar, Jodhpur — 342 037, Rajasthan, India



15083 / प्रशासन / केंटीन / 2016

दिनांक:- 18.04.2023

विषय:- निफ्ट, जोधपुर में कैंटीन सर्विसेज हेतु अल्पाविध सीमित निविदा पूछताछ (टू बिड) के आमंत्रित करने की सूचना के संबंध में।

महोदय / महोदया,

उपरोक्त विषय के संबंध में लेख है कि राष्ट्रीय फैशन प्रौद्योगिकी संस्थान (निफ्ट), जोधपुर द्वारा केंटीन सर्विसेज हेतु अल्पाविध सीमित निविदा पूछताछ (टू बिड) दिनांक 19.04.2023 दोपहर 02:00 बजे से आमंत्रित की गई है, जिसे जमा करवाने की अंतिम तिथि दिनांक 01.05.2023 दोपहर 02:00 बजे तक है। उपरोक्त अविध में प्राप्त होने वाली सीमित निविदाओं की तकनीकी बिड दिनांक 01.05.2023 दोपहर 03:30 बजे खोली जाएगी।

इस संबंध में निविदा संबंधित विस्तृत जानकारी जैसे सीमित निविदा फार्म, प्री—बिड, निविदा जमा, तकनीकी बिड एवं वित्तिय बिड खोलने की तिथियों के संबंध में जानकारी हेतु निफ्ट, जोधपुर की वेबसाईट https://nift.ac.in/jodhpur/tenders का अवलोकन करें।

उक्त सीमित निविदा से संबंधित आगे भी समस्त जानकारीयां केवल निफ्ट, जोधपुर की उपरीवर्णित वेबसाईट पर ही उपलब्ध करवाई जाएगी।

साभार।

भवदीय.

(डॉ.महेन्द्र दय्या)

क्रय अधिकारी



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान

वस्त्रं मंत्रालय, भारत सरकार निफ्ट कैम्पस, करवड़, जोधपुर 342007, राजस्थान, भारत National Institute of Fashion Technology Ministry of Textiles, Govt. of India NIFT Campus, Karwar, Jodhpur – 342 037, Rajasthan, India



15083/ प्रषासन/केंटीन/2016

दिनांक:- 19.04.2023

निफ्ट जोधपुर में कैंटीन सेवाएं प्रदान करने के लिए अल्पाविध सीमित निविदा (टू बिड) आमंत्रित की जाती हैं।

(INVITING SHORT TERM LIMITED TENDER(TWO BID) FOR PROVIDING CANTEEN SERVICES AT NIFT CAMPUS KARWAR, JODHPUR)

Estimate Cost/value:- Rs. 1,80,000/- Approximately

सीमित निविदा / Limited Tender: Limited Tender for Canteen Services

Time schedule for Limited tender process:

सीमित निविदा के वेबसाईट पर प्रकाषन की तिथि / Date of publication of limited tender on official web site	19/04/2023 (02:00 PM)
प्री बिड मीटिंग / Pre-bid meeting	21/04/2023(11:00 AM)
सीमित निविदा प्राप्त करने की अंतिम तिथि / Last date for receipt of	01/05/2023
duly filled in limited tenders	(02:00 PM)
सीमित निविदाओं के तकनीकी बिड खोलने की तारीख और समय/Date and	01/05/2023
time of the opening of Technical bid of limited	(3:30 PM)
tenders	(3.30 FM)
सीमित निविदाओं के वित्तिय बिड खोलने की तारीख और समय / Date and	To be informed to
time of the opening of Financial bid of limited	technically qualified bidders
tenders	<u>separately</u>

Note:1 Tender conditions may be read properly & accordingly filled the tender and enclosure may be submitted.

Note:2 This tender document contains 21 pages and bidders are requested to sign on all the pages. The tender should be submitted in two separate sealed envelopes superscripted with

- (i) "Limited Tender for providing Canteen services Technical Bid" and
- (ii) "Limited Tender for providing Canteen services Financial Bid". The 2 covers duly sealed (i.e. Technical Bid & Financial Bid) should thereafter be kept in third cover & sealed. This cover should also be super scribed with "Tender for providing Canteen services and address

Purchase Officer National Institute of Fashion Technology, NIFT Campus, Karwar, Jodhpur- 342037, Rajasthan

The Tender Fee and EMD demand draft should be put in the Technical bid envelope.

NIFT CAMPUS, KARWAR, JODHPUR- 342037, RAJASTHAN Ph. No.: 0291 -2659520, 2659533 Web ID: www.nift.ac.in/jodhpur

ABOUT THE INSTITUTE

National Institute of Fashion Technology (NIFT) was set up by an Act in 1986 under the aegis of Ministry of Textiles, Government of India. It has emerged as the premier Institute of Design, Management & Technology. NIFT Jodhpur and presently offering 06 different courses to over 700 students in campus with in Academic facilities & infrastructure at Karwar campus, Jodhpur.

NIFT, Jodhpur invites sealed limited tenders for providing Canteen services at NIFT Campus Karwar, Jodhpur.

Limited tender should be sealed and superscripted with sealed limited tenders for providing Canteen services and address to:

Purchase Officer National Institute of Fashion Technology, NIFT Campus, Karwar, Jodhpur- 342037, Rajasthan

The limited tender may be sent to the Purchase Officer, NIFT Campus, Karwar, Jodhpur –Rajasthan-342037 or dropped in the Tender Box kept at the said address on or before 01/05/2023 at 02:00 PM-The Technical Bids will be opened on 01/05/2023 at 03:30 p.m. during which tenderer or its authorised representative(s) may remain present if so desired. The financial bid of technically qualified bidders only will be opened later on, for which date and timings will be informed separately to the technically qualified bidders.

Amendment to tender:

At any time prior to the last date of submission of bids, NIFT may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify the tender document by issuing corrigendum/addendum. Corrigendum/addendum to this tender shall be published in the site www.nift.ac.in/jodhpur Prospective bidders are advised to regularly visit the website: www.nift.ac.in/jodhpur to keep track of corrigendum, if any.

Tender Fee:

The bidder shall be required to submit an amount of Rs.500 /-+90/-(GST)=590/- (Rupees Five Hundred Ninety Only) as non-refundable through demand drafts only drawn in favour of "National Institute of Fashion Technology Jodhpur" payable at Jodhpur (if exempted please ignore). Tender fee must be enclosed in the envelope containing the technical bid along with the tender document. If tender received without tender fee, the same will be rejected.

Earnest Money Deposit:

The bidder shall be required to submit an amount of Rs. 6500/- (Six thousand and five hundred Rupees Only) as refundable Earnest Money Deposit (EMD) through demand drafts only drawn in favour of "National Institute of Fashion Technology Jodhpur". The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid along with the tender document cost which is non-refundable.

The EMD of the successful bidder shall be returned after the successful execution of contract / order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD shall be liable for rejection.

The firms who are exempted to submit the EMD (Copy of registration must be provided along with).

Scope of Work:

1. NIFT's Requirements

A reputed Contractor having experience of minimum 03 years running Canteen/mess in Higher Educational Institutions at National level is eligible to apply who can cater to the needs of Students and Officers/Staff as details given in this tender document.

The vendor selected through this tender process will have to cater Canteen services within 48 hrs. from the date of work order and have to provide to approx.700 students and Officers/Faculty Members/Staff Members.

The contractor shall collect the payment directly from the students/staff/faculty/officers for canteen services.

The NIFT will pay only those bills which will be ordered by the NIFT Administration by the way of written order to provide the High Tea/Tea/Cold Drinks/Snacks etc. for official purpose as and when required. Canteen arrangement and services will be provided by the contractor during regular office hours in the academic & admin blocks, Official meetings, which may include tea & snacks, High Tea/Tea/Cold drinks/Juices etc.

I. Facilities Provided by NIFT

NIFT Jodhpur has exclusive space to provide canteen services along with kitchen and dining facilities. The premises can be inspected during any working day from 10.00 AM. to 5.00 PM under prior intimation to Purchase Department. Charges of Electricity on actual usage basis will be borne by the contractor. However, water shall be provided by the Institute as part of maintenance changers paid by the vendor.

However, raw materials, food articles, cooking fuel/gas cylinder, cleaning/washing materials/tools / crockery and <u>man power</u> shall have to be arranged by the contractor at his/their own cost. NIFT shall not provide accommodation for manpower engaged by the contractor.

The Area/Space provided by NIFT Jodhpur is as under:

S. No.	Particulars	Area (in Sq. Feet)
1	Canteen Area	6700 approx.

II. NIFT Jodhpur will provide the kitchen Utensils/Equipment are as under:

S. NO	Kitchen Equipment:	Quantity
1.	One Burner cooking range of size 24"x24"x34"	3
2.	Chapatti Plate with Puffer of size 24"x48"x36"	1
3.	Three sink unit	1
4.	Vertical Deep Fridge of size 24"x30"x84"	1
5.	Work table of size 24"x24"x36"	4
6.	Display Counter at Pantry section 5' (Deep Forst)	1
7.	Hot Bain Marie (LPG)	1
8.	3. Canteen Burner for Omlet 1	
9.	Storage Rack of size 72"x18"x60"	1
10.	Pot Rack	1

11.	Potato & Onion Storage cabin	1
12.	Water Cooler of 200 Ltrs. Cap.	1
13.	Wet Masala Grinder	1
14.	Pulvarizer	1
15.	Dirty Dislending Unit size 48"x24"x34",	1
	chute on right side	
16.	Wall shelves of size 48"x18"x14"	4
	Double Rack, Left, right & back up –	
	side and front down- side	
	Total	24

III. Quality & Hygiene to be provided by the Contractor

- 1. The contractor shall procure all food and other items to be sold in the canteen of good quality to the satisfaction of the Canteen/Mess Committee constituted by the Institute. The Canteen/Mess Committee shall have the right to change any brand of material supplied/used for cooking, provided the cost of the same does not exceed the cost of specified brand.
- 2. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from Canteen premises as soon as possible. Un-refrigerated cooked food, not consumed within three hours in summer months and six hours in winter months, shall deemed to be stale and unfit for consumption.
- 3. The food preparation shall be wholesome and shall generally cater to the taste of the employees/students.
- 4. The oil that remains from deep frying at the end of the day shall have to be disposed off and shall not be recycled for the purpose of cooking again.
- 5. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard.
- 6. The utensils shall have to be maintained sparkling clean at all time.
- 7. All utensils shall be sterilized each morning before serving any item.
- 8. The contractor shall pay special attention to maintain the Canteen neat and tidy at all times. For this purpose, the Canteen shall be cleaned thoroughly after each meal regularly by the employees of the contractor.
- 9. The contractor shall ensure that only hot food is served to the students/employees. Complaint, if any, in this regard shall be viewed seriously.
- 10. The contractor shall ensure that sufficient man power is deployed at all times for preparation and serving each meal including cleaning, washing and overall upkeep of Canteen assets and premises.
- 11. The contractor shall also ensure proper room services for the NIFT officials as and when required.
- 12. The contractor should supply the items at the rates fixed on finalization of tender for the items listed in Annexure B-I & B-II.
- 13. The Approved rate list should also be displayed at NIFT Canteen mandatorily.
- 14. The contractor should also follow the brand of raw material as listed in Annexure-A-III

IV. GENERAL TERMS AND CONDITIONS: -

1. The contract shall remain valid for a period of <u>One year</u> from the date of its commencement. The contract can be further extended on the same terms and conditions <u>on yearly basis</u> up to 3 years the rights of which is reserved by NIFT. The extensions shall be based on the satisfactory performance of the contract. <u>The contract once awarded can be terminated by either party after giving one month notice</u>. Nevertheless, NIFT may terminate the contract of the Firm without any notice in case the Firm commits a breach of any of the terms of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the Firm.

- 2. Contractor shall accept terms and conditions mentioned in this tender.
- 3. The Contractor will be required to pay to the Institute electricity charges on actual basis, for which sub-meters shall be installed. 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 to the Institute as per average rate of unit consumed by the campus.
- 4. Contractor shall have to pay the quoted maintenance charges through Demand Draft in favour of "NIFT Jodhpur" on or before 07th day of the every month (in advance rent). However, the maintenance charges shall not be below the base prices of Rs. 10,000/- + (Excluding GST) Actual consumption of the electricity will be paid on monthly meter reading basis separately by the Contractor. Failing which a penalty of Rs. 100/- + (Excluding GST) per day will be imposed.
- 5. Refilling of the commercial gas connections will be borne by the contractor.
- 6. The maintenance charges of Canteen only will be reduced by 50% during the Summer Vacations or holidays of more than 15 days in a calendar month.
- 7. The rates quoted in this bid shall be for the items to be supplied at NIFT Canteen, Contractor shall not be allowed to reduce the items required from the canteen without prior written permission from NIFT. Failure to supply any item at the indicated cost shall be considered a breach of contract and invite action.
- 8. The rates of items in Annexure B-I & B-II can't exceed the maximum rates fixed. Packaged goods should not be sold more than MRP. In case any bidder is quoting higher amount, the fixed rates shall prevail.
- 9. Also, vendors shall use recyclable/reusable plates & cups to avoid usage of plastic.
- 10. Items to be sold in Canteen as per approved list only.
- 11. Tenderer shall also give an undertaking specifically agreeing to all tender conditions failing which his financial bid shall not be opened.
- 12. NIFT shall be entitled to take over possession of the premises after expiry of 24 hrs notice with no further correspondence. However, any case of default will be pointed out in writing to him as and when it comes to the notice to enable him to correct and rectify his mistake.
- 13. The schedules issued with the form of tender listing the menus etc. for Canteen services to be rendered, must not be altered by the Tenderer. Any modifications/alterations of the rate schedules considered necessary by the Tenderer should be in the separate letter accompanying the tender.
- 14. The name and address of the Tenderer with rubber stamp shall be clearly written in the space provided and no overwriting, corrections, insertion shall be permitted in any part of the tender unless duly countersigned by the Tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the tender is liable to be ignored.
- 15. The tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in.
- 16. Individual signing the tender or other documents connected with the tender must specify whether he signs as:
 - a. A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - b. A partner of the firm if it is a partnership firm, in such case he must have authority to execute contracts on behalf of the firm by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - c. Director or Principal Officer duly authorized by the Board of Directors of the company.
- 17. In case of above a copy of the partnership deed 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 or registration of firm should be attached along with the tender. 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 15 (C) above the person singing 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.
- 18. A demand draft of Rs.6,500/- (Rupees Six thousand and five hundred only) is required to be deposited as an **Earnest Money Deposit** in favour of "National Institute of Fashion Technology, Jodhpur" along with tender. The Earnest Money deposit of the successful Tenderer shall be forfeited if the Tenderer.

- a. Withdraws tender offer before finalization of the same.
- b. Fails to accept the contract, if his/their tender is accepted by NIFT Jodhpur
- c. Fails to deposit the Security deposit within stipulated time limit.
- d. Fails to execute the agreement in the prescribed form within 10 (Ten) days of the receipt of the letter awarding the contract.
- e. Fails to commence the Canteen Services within 15 (Fifteen) days of the receipt of the letter awarding the contract.
- 19. The successful Tenderer has to furnish **Security Deposit** which will be 10 % of the value of the contract as refundable in favour of the "National Institute of Fashion Technology Jodhpur". No interest shall be payable on this deposit. The same will be returned after the successful completion of contract and after adjusting dues if any, of the contractor.
- 20. The EMD of successful Tenderer can be converted as a part of security deposit upon request and the EMD of unsuccessful Tenderer will be refunded without interest on or before the 30th day after the award of the contract.
- 21. Late tenders will not be considered. NIFT reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason.
- 22. Telegraphic/fax/ E-Mail or conditional tender will not be considered.
- 23. Gas Cylinder (Commercial) will be arranged by the contractor for continuing the canteen services throughout contract, no separate payment will be made by NIFT for the same.
- 24. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the contractor.
- 25. If at any time during the period of contract, it comes to the notice of the NIFT that the Agency has mislead the NIFT be way of giving incorrect/false information, which has been material in the award of Contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against the Agency or the owner /partners/directors or any person responsible for the affairs of the Agency under law.
- 26. The contractor will have to provide a list of workers who will be working at NIFT Campus and provide complete details about them. The contractor will also provide police verification and medical report of all his/her workers working within NIFT Campus.
- 27. The contractor will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor are paid the minimum wage as per Minimum Wages Act of the Central Government.
- 28. The financial bid/s of the technically qualified bidders will only be opened.
- 29. Contractor may have to serve foods/refreshments from time to time as per requirement of the Institute during various events/programmes against extra payment on actual.
- 30. Contractor shall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax, GST or any other extra taxes levied by the Govt.) companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations of this region and also those Laws which are not essentially enumerated and defined herein. Any such claims at a later stage shall be the exclusive responsibility of the Contractor and it shall not involve the centre in any way whatsoever.
- 31. The contractor will also submit a medical certificate on half yearly basis that all his/her employees handling food are not having any contagious diseases.
- 32. The contractor will ensure that neat and clean clothes and aprons are used by his/her employees handling food at all times. Every employee so appointed by the contractor shall wear the prescribed uniform. The said uniform shall be provided by the contractor at his own cost. The Canteen workers will bear the Identity Card issued by NIFT, Jodhpur Centre during the working hours.
- 33. The contractor shall not be allowed to keep his/her employees inside NIFT Canteen between 10:30 P.M. to 5:00 A.M. on any day. Essential staff will be provided separate accommodation based on availability.
- 34. The Canteen shall remain open from 8:30 A.M. to 08:00 P.M. from Monday to Sunday (including Local/National Holiday) on all working days. However, depending on the exigencies, the contractor may be required to keep the Canteen open or close as per requirement of NIFT.
- 35. The contractor will occupy the space earmarked for canteen and kitchen and shall not occupy the adjacent verandas and open space.
- 36. The contractor will ensure that his/her 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 responsible.

- 37. NIFT reserves the right to instruct the contractor to remove any person deployed by the contractor without assigning any reason or notice.
- 38. The contractor will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be provided by the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The contractor will also ensure that no used utensils viz Cups, plates are lying in the NIFT campus and these should be removed immediately and frequently.
- 39. Contractor shall ensure daily removal of canteen garbage from the canteen premises. However, before the garbage is taken out for disposal, the Security Supervisor would need to check it physically in order to ensure that the material being disposed does not contain any useful items.
- 40. The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
- 41. The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.
- 42. The raw materials used for cooking can be checked by the Canteen/Mess Committee at any time and if substandard/unauthorized materials are found, the contractor will be penalized at the discretion of NIFT and contractor will have to abide by it. The penalty will include at least Rs.2,000/- +GST per occasion in case if it is found using sub-standard material.
- 43. The contractor will be required to display the rate list of all the food articles, soft drinks, tea, coffee and juice etc. sold in the canteen and Menu in the Canteen.
- 44. The contractor should have sufficient equipment & crockery and other items normally required to cater to at least <u>250</u> persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
- 45. The contractor should take all safety measures (including fire) while running canteen. He will keep a First- Aid box for the persons deployed to work in canteen.
- 46. The contractor shall not deploy minor / child labour for the Canteen work.
- 47. The contractor shall abide by all laws of the land including labour laws, Tax deduction liabilities, welfare measures of its employees and any other statutory obligations.
- 48. NIFT will deduct Income Tax at source under section 194-C of the Income tax Act, 1961 from the bills of the contractor.
- 49. The rates for different items shall be as per the list enclosed. The contractor if intends to serve eatables not specified in the enclosed list, the same must be with the approval of rates by the Canteen/Mess committee / NIFT authorities.
- 50. The Canteen/Mess Committee member (s) may inspect the preparation of food etc. on time to time.
- 51. In the event of unsatisfactory services rendered by the contractor, monetary fine as penalty @ Rs. 1000/-+ GST per day will be imposed for every default during the period of contract. If the services do not improve within 03 working days, a monetary fine as penalty of Rs. 2,000/- +GST per day will be imposed for the defaults and this will have to be paid by the contractor within a week on receipt of communication from the NIFT, failing which it will be

- adjusted against the Security Deposit, and contract will be cancelled as per clause no. V of 1 General Terms and conditions.
- 52. No responsibility will be taken by the NIFT for credit sales to students, staff, employees and others, losses or pilferage.
- 53. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in NIFT, nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of NIFT. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at NIFT.
- 54. The contractor shall not engage the services of any sub-contractor or transfer the contract to any other person. If, it is found at any time that the contractor is unable to provide the canteen services and has sub contracted to any other party, the NIFT has right to terminate the contract and to forfeit all security deposits.
- 55. Firms submitting tender would be considered to have read & accepted all terms & conditions. No enquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender. The bidder shall in a separate sheet disclose the details of the partners/directors etc. which shall be enclosed with technical bid.
- 56. The bidder should indicate the names of the firm/firms along with location where they are currently having business with them and which can be seen by the NIFT Officials. A satisfactory report issued by such organization/s must be enclosed with the bid.
- 57. The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his agents or servants or workers to any property of the Institute. The NIFT reserves the option to make good the damage or loss by charging the contractor with the expenses.
- 58. In case of the breach of the terms of the agreement, security deposit of the contractor is liable to be forfeited.
- 59. Without prejudice to right under any other clause of the contract, the NIFT may in the event of any breach of the conditions on the part of the contractor cancel the contract and charge the contractor with any loss arising from such cancellation.
- 60. Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by Director, NIFT at Jodhpur as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts or amounts payable to either party. No dispute arising of the execution, implementation or termination of the present contract, as also any other dispute with respect to the present contract be entertained by any court and shall be subject matter of Arbitration under the Indian Arbitration and Conciliation Act, 1996 and rules framed there under.
- 61. All legal disputes shall be subject to jurisdiction of Jodhpur, Rajasthan court only.
- 62. The contractor shall inform to the administration department of NIFT Jodhpur any changes of Canteen workers, if required, made by him along with their police verification and medical report.
- 63. The contractor shall submit duly signed undertaking enclosed with the tender document.
- 64. Any act on part of the Contractor to influence anybody in NIFT would make him liable for rejection of his tender.

- 65. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the Institute. As a result of the acts of the Contractor, if the Institute is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the Institute or the Institute reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the Institute.
- 66. The canteen workers shall be issued Identity Cards bearing photographs. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- 67. Refilling of gas cylinders including the maintenance of burners shall be the responsibility of the Contractor. On termination of the contract, the Contractor shall return to NIFT's items along with the canteen Furniture / Fixtures / Equipment etc. provided by NIFT to Contractor.
- 68. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
- 69. The payment in respect of official meetings/ conference/ hospitality bills of the Institute submitted in duplicate by the Contractor shall be released on receipt basis. Any supply of food items without proper authorization by the designated authority of NIFT will not be paid for.
- 70. In case contractor takes advance from the student it will be the responsibility of the contractor to adjust/reimburse in case the student do not avail canteen facility during holiday or during his/her leave period.
- 71. In case of more than one H- 1 vendors, decision for allocation of contract will be done by Competent Authority based on experience, credibility and other criteria deemed fit. The H-1 will be decided on the basis of highest Maintenance Charges, which shall be binding for the bidder.
- 72. The NIFT authorities would constitute a Canteen/Mess Committee consisting of Officer, faculty, staff and students. The Canteen Tenderer will have to follow instructions of the Committee related to Menu, meal frequency, food quality, cleanliness, health & hygiene service & Canteen timings to suit students community requirements.
- 73. The Canteen Tenderer shall also provide various kinds of beverages, snacks and eateries in the canteen at such price/quotes as approved by the Canteen/Mess Committee from time to time. In case of failure, all these items would be served on contractor's account and at his risk by making alternative arrangements, which may please be noted.
- 74. The Canteen services should capture innovative variety and balanced nutrition both for vegetarians and non-vegetarians. Requirement of Canteen services include: (a) Breakfast, Lunch and afternoon snacks with tea/coffee.
- 75. The Tenderer should visit the campus and the canteen premise to see the infrastructure before bidding. The Tenderer will be provided the space and infrastructure like tables, chairs, light fittings, fans, water coolers and water supply. Canteen furniture, kitchen utensils, lights i.e. bulb, tubes etc. on monthly maintenance charge basis.
- 76. The Tenderer will maintain daily served menu list in proper register and may be certified daily by canteen/Mess committee member authorised for the purpose.
- 77. In case of student's sickness, hospitalization, etc., the Tenderer shall supply the food in Tiffin at student's hostel as per the recommendations of the authorities without any extra charges.
- 78. NIFT shall not provide any consumable or non-consumable items including raw materials at the canteen for the purpose of Canteen. And the Contractor shall maintain the equipment's provided by the NIFT in good working condition (as per list of inventory enclosed) 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 born fully by the contractor. On termination of agreement, Tenderer will hand over all such equipment / articles in good working condition back to NIFT.

- 79. NIFT shall provide a list of normal holidays and students vacations in each semester to the Tenderer for assessing and providing Canteen services to the hostellers residing during holidays and vacations. Payments of Canteen charges will be made accordingly.
- 80. It shall be compulsory for the Canteen Tenderer 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) food quality (g) maintain latest standards of health & hygiene (h) Cleaning the dining tables with detergent and water at the end of the day, (i)Thorough cleaning of wash basins with detergent at the end of the day. In case of failure the contractor will liable for legal actions as per the provisions of Rajasthan Food safety Rules and other various Act, applicable in this respect.
- 81. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the canteen and in the NIFT premises, if anyone is found indulging in these activities; the person shall be asked to leave the campus immediately and the Tenderer shall be liable to lose the contract for breach of this condition.
- 82. The Tenderer 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 Tenderer shall also make arrangements to serve snacks/tea/coffee/cold drinks etc. in the official meetings and conferences.
- 83. The Tenderer shall ensure that either he himself remains present during breakfast/lunch/dinner services to the students or one of his responsible supervisors remains present.
- 84. The Tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the canteen services, in addition to what is provided by NIFT.
- 85. The Tenderer 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.
- 86. The Tenderer shall be required to enter in to an agreement for the due performance of the contract with NIFT. It should be stamped with adhesive stamps as required and should be signed before a First Class Magistrate or a Justice of Peace or a Notary Public without fail.
- 87. During summer/Winter breaks, caterer will depute at least 5 staff (02 cooks and waiters) to cater the officers and staff members of NIFT.
- 88. The tender submitted by the tenders will remain valid for a period of 90 days from the date of opening of the tender.
- 89. Caterer will maintain at least 4 dozens of decent quality crockery set to serve tea/coffee/food to NIFT management, for all official meetings. Caterer should depute at least 2 waiters during such meetings.
- 90. Whenever there is any occupancy in the NIFT's guest house, one person from the caterer will attend the guest.
- 91. The Tenderer 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 +GST shall be taken for the same by NIFT, as it may deem fit.
- 92. The contractor shall provide adequate numbers of worker/staff to facilitate serving of Tea/Drinks/Refreshments in Admin & Academic blocks.

- 93. The contractor shall provide adequate numbers of workers/staff to cattier to various meetings/ functions etc in the campus.
- 94. Vendors shall not sell items other than items listed in Annexure- B-I as NIFT Management is committed to provide other facilities such as Milk Parlour & Nestea kiosk etc to the students.
- 95. The raw material used for cooking may be checked by mess Committee at any time and if substandard/unauthorized material is found and after issued three adverse notices, it will be treated as breach of contract and the Director Jodhpur can be reviewed the contract. Contractor shall have to abide by the decision of Director, NIFT Jodhpur
- 96. National Institute of Fashion Technology reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s) and is not bound to accept the lowest evaluated bid since due weightage shall be given to several factors besides the commercial bid and decision of NIFT to that effect shall be final & binding.
- 97. Please note NIFT Jodhpur has mess facility for its student and the same is running in mess area.

V. **PENALTY**

The caterer will be fined in case of violation of the following rules on the recommendation of Mess/Canteen Committee:

- 98. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 100/-+GST per occasion.
- 99. 3 or more complaints of insects and/or foreign object cooked along with food found in any food item would invite a fine of Rs. 500/- +GST on the caterer.
- 100. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 500/- +GST on caterer for every instance.
- 101. For any rules stated in the agreement,
 - First violation of the rule implies fine as per the rule.
 - Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
- 102. Severity of hygiene failure shall be assessed and decided by the mess and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.
- 103. The penalty will have to be paid by the contractor within a week on receipt of communication from the NIFT, failing which it will be adjusted against the Security Deposit.

VI. **TERMS OF FINANCIAL BIDS:**

- 1. Bidder for providing Canteen services will be decided at the time of finalization of tender on the basis of <u>Highest rates (Grand Total) quoted for Maintenance Charges.</u>
- 2. The contractor has to quote the rate of Annexure B-I and B-II mandatorily and abide by the brand specification given in Annexure A-III.
- 3. There should not be any calculation & totalling mistake in the Financial Bid. If any mistake in found Competent Authority will have full discretion to accept or reject the Bid.

NATIONAL INSTITUTE OF FASHION TECHNOLOGY JODHPUR

Name of Work: To run the NIFT Canteen, Jodhpur.

TECHNICAL BID

(Technical Bid should be kept in separate sealed cover super scribing "Technical Bid" on it).

A.

3. 3.No	Description	To be filled by the Bidder
1	Name of the Tenderer	
2	Details of Tender document cost	(Rs) With Draft No.
3	Details of E.M.D.	Rupees Draft No.
		Issuing Bank

Technical Bid

S. No.	Particulars	Mention 'Yes' or 'No	Document if any Page No.
1.	Whether "Technical'& 'Financial' bids submitted separately and the respective envelopes superscribed properly.		
2.	Registration under GST(Certificate to be enclosed)/If applied copy of document to be enclosed.		
3.	Contractor should have FSSAI certificate or have registering for FSSAI running Mess/Canteen firms.		
4.	Registration under shop & Establishment Act and posses valid License or GST Registration.		
5.	Attach minimum experience certificates of approximately 500 persons per Institute/College or above for running Mess/Canteen of last three years along with technical bid as proof for providing Canteen/Mess in Higher Educational Institutions at National level. Proof/Certificate stating the experience & provided satisfactory services to the clients.		
6.	Contractor should have turnover of Rs. 15 Lakhs each year in the last three years or 50 Lakhs in aggregate for the last 3 years (Please attach duly attested by C.A. audited balance sheet FY 2019-20, 2020-21, 2021-22 along with technical bid).		
7.	Copy of ITR last three years (i.e FY 2019 - 20 onwards)		
8.	Whether the firm/Company has ever been blacklisted by any Govt./Non Govt. agency.(Undertaking to be enclosed)		
9.	Whether copy of PAN Card (certificate to be enclosed.)		
10.	Whether agreed & able to arrange for Crockery, utensil, (Cutlery, etc required for running the mess/canteen smoothly within 15 days) on accepting the work order.		
11.	Whether agreed to abide by all the terms & conditions of this tender.		
12.	Please specify as to whether Tenderer is sole proprietor /Pvt. Ltd./Partnership firm (Name of The partner should be specified in this case). Separately attach details of partnership/company etc. in Accordance with clause 15.(Relevant Document to be enclosed)		
13.	Whether agrees to pay minimum wages of the central Government to all employees engaged.		
14.	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.		

Note: All Columns from 1 to 14 are to be filled by the tenderer failing which tender will not be considered for evaluation.

Signature of the Tenderer &Date with Rubber Stamp

UNDERTAKING

I,									
		he rates enumerated abo		olemnly	agree to	abide by	the	Terms	Čζ
Any b	reak of the (Clause/Clauses will rend	ler my contract nul	l and voi	d.				
to sell annex	the eatabled with. I h	completely about this to es/snacks/Tea/High Te ave also understood that mentioned in the rate li	a/Juices etc. on that I have to maintain	ne rates n the hig	mentione	ed in the	tende	r rate li	ist
Dated									
					Si	gnature o	f the C	Contract	or
			Name of	the Cont	tractor				
			(Full signatı	ure of th	e Tendere	r with sea	ıl of th	e Ageno	:y)

To,
The Purchase Officer
National Institute of Fashion Technology
NIFT Campus, Karwar,
Jodhpur.

Ref. your tender No.

Sir/Madam,

- 1. I/We the undersigned (hereinafter known as "the contractor") hereby apply for grant of contract for running the canteen at NIFT Jodhpur.
- 2. I/We have gone through all the terms and conditions and also the schedule of items as enlisted by you in your notice inviting tender for the subject under reference.
- 3. I/We, hereby confirm that we have understood all the terms and conditions and confirm my/our commitment to abide by them. In case of any discrepancy/dispute or wrong/incorrect nomenclature in the schedule, the decision of NIFT shall be final.
- 4. I/We also confirm my/our commitment to provide the material as enlisted in the schedule of items with your notice inviting tender under reference.
- 5. I/We have Attach minimum experience certificates of approximately 500 persons per Institute/College or above for running Mess/Canteen of last three years along with technical bid as proof for providing Canteen/Mess in Higher Educational Institutions at National level. Proof/Certificate stating the experience & provided satisfactory services to the clients.

(a)	
(b)	
(c)	

- 6. I/We enclose herewith experience certificate duly signed by Principal/Director/Manager of
- 8. I/We understand that I/We shall have to deposit a security deposit of 03 % of the value of the contract, as refundable security deposit in favour of NIFT, Jodhpur before signing the "Agreement" in case I am/We are awarded the contract. This deposit will not bear any interest and shall be refunded on termination of the contract after adjusting dues, if any.
- 9. In case the contract is awarded to me/us, I/We shall sign an agreement within 10 days (on a non-judicial stamp paper of prescribed value) of the receipt of the letter awarding the contract.

Signature of the Tenderer & Date with Rubber Stamp

UNDERTAKING

	S/o	R/o
solemnly sta	tate that I/We have not so far been black listed by any of the institution worked/run canteen.	
Date this da	lay of	
		Signature of contractor
	(Full signature of the Tenderer v	with seal of the Agency)
Data		
Date Place		

Permissible Brands of Consumables

Items	Brand		
Salt	Iodized salt such as Tata, Annapurna, Nature Fresh		
Spices	MDH, MTR or equivalent quality brands or Agmark brand		
Ketchup	Maggi, Kissan, Heinz		
Oil Refined oil	such as Sundrop, Nature Fresh, Fortune or equivalent		
Pickle	Mother's/ Priyaor/ Tops/Nilons		
Atta	Aashirvad, Pillsbury, Nature Fresh/Shakti Bhog		
Butter	Amul, Britania, Mother Dairy, Hutson, Super/Saras		
Bread	Harvest/Britania make / Top & Town / Modern / Avon		
Jam	Kissan, Nafed		
Milk	Verka, Super/Amul/Saras		
Paneer	Amul/Mother Dairy / Super		
Tea	Brook Bond, Lipton, Tata		
Coffee	Nescafe, Rich, Bru		
Biscuits	Britania, Parle, Good Day, etc.		
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Kwality, Cream Bell - all varieties, Top & Town, Vadilal		
Mixtures/Chips	Haldiram/Bikaner or any good brand		
Mineral Water	Kinley/Bisleri/Aquafina/Rohtang or ISI marked		
Besan, Dal	Rajdhani, Shaktibhog or Agmark brand		
Rice	Basmati, India Gate or Agmark brand		
Cold Drinks	Pepsi, Coke, Thumps Up or any good brand etc.		
Juices	Real, Tropicana		
Lemon Water	Lemon, Kissan, Hello etc.		

Rates of the items to be provided (sold) in Canteen

_	Rates of the items to be provided (sold) in Canteen				
Sr. No.	Items	Quantity	Max. Rates Fixed (including GST) (in Rs.)	Rates Quoted by the tenderer (including GST)	
	TEA/CO	FFEE/COLD	DRINKS/MINERAL WATER		
1	Tea regular one cup	100 ml	10		
2	Hot Coffee	100 ml	15		
3	Cold coffee	100 ml	40		
4	Aloo paratha	01 nos.	20		
5	Veg Sandwich	1 Nos.	25		
6	Maggi (Plain)	01 bowl	20		
7	Maggi Masala	01 bowl	30		
8	Milk	200 ML.	20		
9	Poha	150 gm.	30		
10	Mirchi Vada	01 Nos.	20		
11	Pyaz Kachori	01Nos.	20		
12	Idli Sambhar	02 Nos.	30		
13	Veg. Thalli	(4 roti + Dal + sabji + rice)	60		
14	Tawa roti	1 Piece	10		
15	1 paneer dish	per serving	50		
16	Lassi (salted)	100 ml	20		
17	Milk Shake / Fresh Fruit Juice	250 ml	30		
18	Veg. Sandwich Big	Big slice (2)	25		
19	Veg pakora	100 grams	30		
20	One egg boiled	01 egg	10		
21	Egg omelette and two big bread slice / toast	2 egg	30		
22	Poori, Sabji	7 Poori, Subji	30		
23	Grill Sandwitch	Big slice (2)	30		

24	One bread pakora (potato filled)	75 grams	20
25	Samosa regular	100 grams	20
26	Idli sambhar / sambhar vada	120 grams	30
27	Poha 1 plate	200 grams	30
28	Plain dosa with sambhar & chutney	200 grams	40
29	Masala dosa with sambhar & chutney	200 grams	50
30	Veg. chowmin (full plate)	400 grams	30
31	Veg chowmin (haf plate)	200 grams	15
32	Veg. momos one plate (6 pcs.)	200 grams	30
33	Small pizza (veg.)	150 grams	80
34	Daal or sabzi (regular) 1 plate	150 grams	30
35	Rice daal /sambhar 1 plate	300 grams	30
36	Mix fruit chat 1 plate	150 grams	30
37	Egg (1) curry with rice 1 plate	100 grams	40
38	Cholocale (any)	-	MRP
39	Cold drink / shake	-	MRP
40	Ice Cream	-	MRP
41	Biscuit / Namkeen	-	MRP
42	Drinking water	-	MRP
43	Packed juice	-	MRP
44	Lassi	-	MRP

Any other items to be included by the contractor with the prior approval and approved rates by NIFT management. The menu can be changed by the student of the Canteen/Mess Committee and will inform in advance to the Contractor/Canteen Manager and the Contractor Canteen Manager is bound to comply the menu.

Note: The rates of items in Annexure B-I can't exceed the maximum rates fixed. Packaged goods should not be sold more than MRP. In case any bidder is quoting higher amount, the fixed rates as above shall prevail. Also, vendors shall use recyclable / reusable plates & cups to avoid usage of plastic. Only above items will be sold in Canteen selling of new items will be allowed only with express approval of NIFT Management Jodhpur.

In addition to the above, some other items facilities have to be provided by the contractor as per detail

given below:- (As and when required) These items must be supplied as specific order.

Sr. No.	Particular	Max. Rates Fixed (including GST) (in Rs.)	Rates Quoted by the tenderer (including GST) (in Rs.)Which
	High Tea Roasted Kaju (25 grams) 2 piece GulabJamun/Rasgulla/2 Kaju Burfi Pakora (Paneer/Gobhi/Vegetable (100 grams) etc.) Pastry (Blackforest/Chocolate/Vanilla/Strawberry) Kandvi/Dhokla Wafers (uncle chips, lays etc.) Juices/ Tea/ Coffee Assorted Biscuits	100	
	Snacks Pakora (Paneer/Gobhi/Vegetable (100 grams) etc.) Wafers (uncle chips, lays etc.) Tea/ Coffee/Soft drinks Assorted Biscuits	30	
	Vegetarian Lunch/Dinner(Buffet)(Unlimited) Two Vegetables(One Seasonal Vegetable(200 grams) One Shahi Paneer/MalaiKofta/Mushroom/Paneer Mutter (200 grames) etc. Daal Fri(200 grams) Pullav/Jeera Rice (200 grams) Chapatti/Tandoori, Roti/Nan/Puri(4 No.) Salad Pappad Pickle Raita/Plain Curd/Dahi Bhalla(100 grams) Sweet dish Mineral Water Bottle	125	

Note: The rates of items in **Annexure B-II** can't exceed the maximum rates fixed. Packaged goods should not be sold more than MRP. In case any bidder is quoting higher amount, the fixed rates as above shall prevail. Also, vendors shall use recyclable / reusable plates & cups to avoid usage of plastic. Items to mentioned above will be only sold in the Canteen. Selling of any items will be allowed only with the express approval of NIFT Management Jodhpur.

Signature of the Tenderer &Date with Rubber Stamp

FINANCIAL BID

The vendors may before filling the financial bid may note that the vendor is being selected as the basis of following:

- 1. That the vendor is agreeable to provide the desired items/ at the rates fixed by NIFT.
- 2. That the vendor is agreeable to provide canteen facilities and items listed in the tender.
- 3. That the vendor at no point of time will increase the rates (except in case of MRP items on their revision).
- 4. That the vendor is ready to bear electricity charges on consumption basis.
- 5. The vendor is agreeable to accept the bare minimum maintenance charges fixed by the NIFT for Canteen premises i.e. Rs. 15,000/- Excluding GST respectively.

Consequent upon accepting the above I M/s	quote	the	maintenance
rates for Canteen over and above the base charges as under:-	_		

(i)	(ii)	(iii)	(iv)	(v)
Sl.No.	Particulars	Base Rates per month	Quote for higher rates per month over and above base rates at (iii)*	Grand Total* (iii + iv)
1	Canteen Services	Rs.15,000/- (Excluding GST)		

and an applicable over and above draine rotal and will be payable by the vent	ill be payable by th	l and will be payable by the	vendo
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Grand Total in words Rupees ______ per month.

If there is any variation between rates quoted in Numbers & Words, the highest value among the two will be considered.

The vendor will be selected on qualification of Technical Criteria and on acceptance of all the terms of Tender in general and all the five terms of financial bid in particulars and the highest quotes for the canteen taken together.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them

Signature of the Tenderer &Date with Rubber Stamp