

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान,गांधीनगर

(निफ्ट अधिनियम, 2006 के तहत एक सांविधिक संस्थान) National Institute of Fashion Technology, Gandhinagar (A Statutory body under NIFT Act 2006)

"निफ्ट गांधीनगर कैम्पस के लिए कँटीन केटरींग सर्विसेस प्रदान करने हेतु ई-निविदा"

e-Tender for providing Canteen Catering services at NIFT Gandhinagar Campus

ई-निविदा दस्तावेज़ / e-Tender document <u>निविदा संख्या / Tender No: 8055(41)/ARC-CAT-A/ADM/18</u>

निविदा प्रक्रिया के लिए निर्धारित की गयी समय सारणी: Time schedule for tender:

le schedule for tender:		
ई-निविदा जारी करने की तिथि:	:	21/11/2018
Date of Issue of e-Tender		
ई-निविदा के माध्यम से बोली जमा करने की अंतिम तिथि:	:	12/12/2018 upto 3:00PM
Last date of bid submission through e-Tender		
तकनीकी बोली खोलने की तिथि और समय:	:	14/12/2018 at 4:00PM
Date and Time of Opening of Technical Bid		
मूल्य बोली खोलने की तिथि और समय		The date & time will be
Date and Time of Opening of Price Bid		communicated later to the qualified bidder in Technical bid.

a. ई.एम्.डी. / EMD:

रु. 5,00,000/- डिमांड ड्राफ्ट द्वारा "National Institute of Fashion Technology, Gandhinagar" के पक्ष में गांधीनगर / अहमदाबाद में देय ।

Rs: 5,00,000/- form of Demand Draft in Favor of **"National Institute of Fashion Technology, Gandhinagar"** payable at Gandhinagar / Ahmedabad.

नोट: इस निविदा दस्तावेज़ में <u>24</u> पृष्ठ शामिल हैं । सभी निविदाकारों से अनुरोध है कि वे निविदा दस्तावेज़ के सभी पन्नों पर हस्ताक्षर करें तथा तकनीकी एवं वित्तीय संविदाओं को विधिवत भर कर एक कवर में अच्छी तरह मुहरबंद करके उस पर **""<u>निफ्ट गांधीनगर कैम्पस के लिए कँटीन केटरींग सर्विसेस प्रदान करने हेतु निविदा</u>" लिख कर ही जमा करें ।**



राष्ट्रीय फ़्रैशन प्रौद्योगिकी संस्थान, गांधीनगर National Institute of Fashion Technology (एनआईएफटी अधिनियम 2006 के तहत एक वैधानिक संस्थान) (A statutory Institute under the NIFT Act 2006) डिजाइन, प्रबंधन और प्रौद्योगिकी का कॉलेज A College of Design, Management & Technology

<u>ई-निविदा नोटिस</u> <u>e-TENDER NOTICE</u>

निफ्ट, गांधीनगर परिसर में अंदाजन 850 छात्र एवं 100 कर्मचारियों के खानपान हेतु कैंटीन कैटरिंग सेवा प्रदान करने हेतु इस व्यसाय से जुड़े समान कार्यों के अनुभव रखने वाले इच्छुक निविदाकारों से दो-बिड प्रणाली द्वारा ई-निविदाएं आमंत्रित करता हैं। इच्छुक फर्मों को ऑनलाइन आवेदन करना होगा और <u>21/11/2018</u> से <u>12/12/2018</u> के दिन दोपहर 3.00 बजे तक अपनी बोलियों के समर्थन में सभी प्रासंगिक प्रमाणपत्रों, दस्तावेजों की स्कैन की गई प्रतियां और इएमडी के डीडी की स्कैन की गई प्रतियों के साथ ऑनलाइन प्रणाली द्वारा अपनी निविदा और बोलियां https://nifttenders.eproc.in पर जमा करनी होगी। निविदा दस्तावेज निफ्ट की वेबसाइट्स https://nifttenders.eproc.in और http://www.nift.ac.in के "निविदाएं" लिंक पर देखने के लिए भी उपलब्ध हैं।

NIFT Gandhinagar Campus invites e-tenders for providing Canteen Catering Services in campus for approx.. 850 students and 100 staff members. The interested firms should apply online and submit their tender and the bids along with scanned copies of all the relevant certificates, documents, Scanned copies of DD of EMD etc. in support of their bids from **21/11/2018** to **12/12/2018** up to 3:00 P.M. Tender documents is also available for viewing on the "tenders" link of the NIFT website i.e. **https://nifttenders.eproc.in / http://www.nift.ac.in**.

Dated : 20.11.2018

OSD



IMPORTANT NOTE

 Applications to this tender will be accepted only through the online mode through the website <u>https://nifttenders.eproc.in</u>. No other mode of application will be considered & application will not be accepted. The EMD draft should be submitted in the sealed cover super scribing "Tender EMD – Tender for Canteen Catering services at NIFT Gandhinagar" to:

Officer on Special Duty, National Institute of Fashion Technology, NIFT Campus, GH – O Road, Near Infocity, Gandhinagar – 382007 (Gujarat)

- **2.** For applying online, the Firm should get itself registered at <u>https://nifttenders.eproc.in</u> by paying following fee online:
 - Annual Registration Charges of Rs. 2000/- + 360/- (GST @ 18%) = 2360/- (Two thousand three hundred and Sixty only non-refundable).
 - Bid Processing Fee charges of Rs. 5000/- + 900/- (GST 18%) = 5900/- (Five thousand nine hundred Only non-refundable)
- **3.** "**TWO BIDS SYSTEM**" shall be followed for this tender. Tenderer should take due care to submit the tender in accordance with requirement in e-Tender. Bids received shall be evaluated as per the Criteria prescribed in the tender document. NIFT will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

4. The EMD draft should be submitted in the sealed cover super scribing "Tender EMD – Tender for Canteen Catering Services"

- **5.** In case of any clarification required relating to this tender, the same can be sought from the following officers of NIFT:
 - a. Mr. N. B. Vaishnav, OSD, Ph. 079-23265002, Email: osd.gandhinagar@nift.ac.in
 - b. Mr. Chirag Solanki, Assistant Director Ph. 079-23265003, Email: ad.gandhinagar@nift.ac.in

6. For online procedure of e-Tendering (Registration & Bid processing):

Bidders may get in touch with Mr.Sandeep Bhandari, Project Manager, C1 India Pvt. Ltd,

E-mail:- sandeep.bhandari@c1india.com Phone No. :-0124-4302033/36

7. The service provider should submit the tender in e-Tendering system separately i.e.;(a) Technical Bid (b) Price Bid

GENERAL TERMS AND CONDITIONS

1) Tenderer will have to fulfill the Qualifying Criteria as under:

- 1.1 The tenderer must be in a business of catering and running canteen in reputed Organizations / Educational institutes for not less than three years.
- 1.2 Should currently have at least one canteen contract catering to more than 900 students/persons at a time of lunch/dinner in reputed organisation / corporate house/educational institutions/government organisations.
- 1.3 The tenderer should have all the necessary valid registrations of the Government under the PF, ESI, PAN and GST Registration, etc.
- 1.4 Bidder should have valid registration under Food and Drug Administration and should have valid license under Food Standards and safety Act 2006
- 1.5 The details of turnover of tenderer for the FY 2015-16, 2016-17 and 2017-18 should be disclosed. The turnover of any one year among three years should be minimum 1.5 crores for the canteen catering service contract.
- 1.6 Audited balance sheet and profit & loss account for the FY 2015-16, 2016-17 and 2017-18 certified by a practicing Chartered Accountant to be attached in the technical bid.
- 1.7 The tenderer should give full details in the enclosed **Annexure B & C** along with the tender of at least one establishment / canteen where the tenderer has canteen contract in operation for the visit of the committee of the Institute for evaluation, if required. NIFT reserves right to obtain feedback from previous / present clients of the tenderer and also depute its team(s) to inspect the site(s) at present contractor(s) for on the spot first-hand 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.
- The tenderer shall give details of existing contract mentioned in the present list of clients for visit by the committee in the prescribed Performa as annexed at **Annexure-B.**
- Tenderer should not be blacklisted by any Govt. organization / Institute, Declaration for the same to be provided as per Annexure - E

2) <u>EMD</u>

- 2.1 The EMD of Rs. 5,00,000/- in the form of demand draft should be submitted in the sealed cover super scribing "Tender EMD Tender for Canteen Catering Services at NIFT Gandhinagar". Offer without EMD, the technical bid will not be opened. THIS MAY PLEASE BE NOTED.
- 2.2 Tender without EMD amount will be rejected.
- 2.3 Tenderer in whose favour the work order is issued will be bound to deposit the security deposit of Rs: 15,00,000/- within 10 days of issue the work order.
- 2.4 EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill any of following conditions:
 - If the tenderer in whose favour the work order is issued fails to deposit the SD amount as (2.3) above.
 - Agreement is not signed within 15 days of the receipt of work order of the contract.
 - The contractor does not commence Mess / Canteen services within given of the stipulated time for commencement of services as per work order.
 - If the bidders withdraws or alters the terms of the tender during tendering period.

- 2.5 EMD of successful bidder will be converted in security deposit amount. He will have to deposit balance amount within 10 days of issue of work order.
- 2.6 EMD of unsuccessful bidders shall be returned / refunded after acceptance of work order by L1 bidder.

3) TECHNICAL BID COVER

The Technical Bid should contain scanned copies of all the documents mentioned in point no. 1.1 to 1.8 above failing which tender may be rejected.

- 3.1 Attested scanned copies of GST Registration certificate, PAN no. other certified documents as per check list. Point no. 2 to 4 of technical bid.
- 3.2 The details of turnover of tenderer for the F.Y. 2015-16, 2016-17 & 2017-18. The turnover of any one year among three years should be minimum Rs.1Crore for the Canteen Catering Service Contract.
- 3.3 The tenderer should fill up the Technical bid of Tender form with all details. Any correction should be initiated by the signatory of the tender. Non submission of any details may lead to the rejection of the tender which will be binding to the tenderer.

In absence of these information tender is liable to be ignored.

4) PRICE BID

- 4.1 Campus is inviting rates for Fixed Menu and fixed items, for other items, Canteen contractor will provide eatable item only at MRP and items approved in menu as specified in the tender.
- 4.2 Price bid is to be filled in e-tender system in the price bid format only, no other mode will be accepted except e-tender.
- 4.3 If any quote is offered less than below mentioned rates will not be considered and the tender will be rejected. Rs: 3600/- + Tax per month per student in case of full day meal and Rs: 2700/- + tax per month per student in case of day scholar
- 5. No correspondence will be entertained after opening of tenders.
- 6. EMD of Rs. 5,00,000/- (Rupees Five lakh) is required to be paid interest free as per terms and conditions of this tender enquiry. Tender without pre-payment of EMD will be out rightly rejected which may please be noted.
- 7. The rates should be quoted both in words as well as in figure also.
- 8. Rates validity of tender will be of 90 days after opening of the price bid and the tenderer will not be allowed to withdraw of modify the rates after opening of the price bid.
- 10. Vague and conditional offer shall not be considered.
- 11. The contract period will be initially for a period of one year and is subject to renewal by the institute on satisfactory performance on mutually agreed terms and conditions for a further period of one year or till such time mutually agreed to with minimum 10% escalation in contract amount per year. The contract will be extended for one year at a time and up to 3 years in maximum.
- 12. Tender should be submitted in e-Tendering system only with scanned self-attested copies of all supporting documents. Demand draft of EMD should be submitted in sealed envelope super scribing **"Tender EMD for tender of Canteen Catering Services at NIFT Gandhinagar"** envelope of EMD should reach on below mentioned address latest by <u>12/12/2018</u>.

Officer on Special Duty, National Institute of Fashion Technology, NIFT Campus, GH – O Road, Near Infocity, Gandhinagar – 382007 (Gujarat)

- 13. The tenderer must visit the campus and the canteen premise to see the infrastructure before bidding. The tenderer will be provided on monthly maintenance charge for the space and infrastructure like tables, chairs, light fittings, fans, water coolers and water supply. Canteen furniture, kitchen utensils, lights i.e. bulb, tubes and serving plates etc. will be provided by the tenderer. In addition to this the tenderer may use his pown infrastructure for upkeepment of the canteen.
- 14. The institute will collect the mess fee at the sanctioned rate from the students in the beginning of the semesters (i.e. January and July) and will disburse it to the contractor in equal installments during the semester, on receipt of satisfactory level <u>certification by</u> the canteen committee and approval of Competent Authority.
- 15. The tenderer shall have to pay Rs. 40,000/- (Rupees Forty thousand only) plus taxes as applicable from time to time per month towards maintenance charges to the institute. Actual consumption of the electricity, PNG gas and Water charges will be charged as per actuals on meter basis at the rate fixed by the government agency.
- 16. A canteen committee member of the Institute / employee authorized by the Competent authority may visit the canteens of the short listed tenderers and check the taste and quality of food, services, etc. if required.
- 17. The tenderer will have to provide foods as per details given at **Annexure-A**. Canteen contractor will provide service round the year without break for a single day i.e. even during summer / winter break in academic session.
- 18. The NIFT authorities would constitute a Canteen Committee consisting of officer, faculty student and staff member. The Catering 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. Any person of the committee constituted by NIFT/ any employee authorised by the Campus Director can do a surprise check during the office time to check the quality of food and hygiene
- 19. In case of students sickness, hospitalization, etc., the tenderer shall supply the food in Tiffin at students residence / hostel / hospital as per the recommendations within Gandhinagar without any extra charges provided that the student is full time scholar of the canteen.
- 20. The tenderer will be allowed to retain three persons inside NIFT premises between 10:00 P.M. to 6:00A.M. on any day and these will carry out late services as and when required especially during Industry visits and field studies. For rest of the canteen crew members, the tenderer shall have to make own arrangements for the accommodation of its canteen staff outside the premise of NIFT, Gandhinagar. The canteen staff shall leave the campus latest by 10.30 pm and shall be granted permission to enter the campus not earlier than 05:30 am, however, in case of special timings may be permitted with prior approval of the Competent Authority of NIFT.
- 21. The tenderer shall not be allowed to prepare food in the institute's premises for persons other than students /staff / official guests of the Institute.

- 22. Housekeeping and routine maintenance including cleaning of canteen sewer line shall be responsibilities of the tenderer.
- 23. The disposal of solid waste and garbage shall be sole responsibility of the tenderer as per norms laid down by the concerned government authority.
- 24. The catering services should capture 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) After-noon snacks with tea/coffee for students of CE programmes attending evening classes, (d) Breakfast / Lunch etc. to those faculty/staff who require such services.
- 25. The Catering tenderer shall also provide various kinds of beverages, snacks and eateries in the canteen at MRP only. In case of failure in providing the items within MRP it will be treated as breach of contract. The Institute shall have all right to impose penalty including suspension of the contract & make the alternative arrangements from any other sources at the risk & cost of the contractor. The Price Difference if the institute is required to pay to the alternative source will be recovered either from the pending dues to the contractor through the amount of Security Deposit.
- 26. NIFT shall neither provide any consumable or non-consumable items including raw materials at the canteen for the purpose of catering, nor shall provide any utensils, equipment, crockery, cutlery, etc. However NIFT shall provide 10 gas cylinders registered in the name of NIFT. Refilling of gas cylinders including the maintenance of burners shall be the responsibility of the tenderer. On termination of the contract, the tenderer shall return to NIFT the gas cylinders, burners, etc., and also other items of furniture / fixtures / equipments, if any issued to him. NIFT will provide the LIFT facility for transfer of food & utensils from Ground Floor to diff. floors but all sorts of maintenance charges will be born by the contractor.
- 27. The tenderer shall install his electronic fly-kill / insect repellent equipment emergency lighting / gas and fuel supply and electrical permanent fittings on his own cost.
- 28. The quality and quantity of food will be inspected item wise by canteen committee / NIFT authorized officials will frequently visit and the tenderer shall not deny access to such inspections. Any person of the committee constituted by NIFT/ any employee authorised by the Campus Director can do a surprise check during the office time to check the quality of food and hygiene
- 29. The Tenderer 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 tenderer. On termination of agreement, tenderer will hand over all such equipment / articles in good working condition back to NIFT.
- 30. NIFT reserves the right to call upon the tenderer 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 reasons. The tenderer will have to issue identity cards to its employees employed in NIFT canteen. NIFT reserves the rights to disallow the person not having the identity card.
- 31. In case of interpretation, modification and any alteration with respect to terms & conditions the canteen committee, canteen tenderer and Director will jointly look into such aspect and the decision of the Director will be final and binding to both the parties.

- 32. If wastage of any resource is found, appropriate penalty will be imposed by NIFT Authorities.
- 33. The Tenderer's crew shall not be allowed to use any other service area situated outside the canteen complex.
- 34. Washing clothes, vehicles etc. are not allowed in the NIFT campus.
- 35. NIFT shall provide a list of normal holidays and students vacations in each semester to the tenderer for assessing and providing catering services to the hostellers residing during holidays and vacations. The contractor will be bound to provide canteen catering service throughout the year without observing any holiday.
- 36. The tenderer will maintain daily served menu list in proper register and may be certified daily by the member of canteen committee member authorized for the purpose The Contractor will mention the items provided in Breakfast, Lunch, Snacks & Dinner. This is required to verify the fact that the contractor has provided the menu as per the list annexed as Annexure A of the tender document.
- 37. Staff members and for official meetings etc following rates per item will be paid on actual bill basis. The rates are fixed by the institute and are not subject to bidding.

Tea / Coffee	:	Rs. 10/- (100 ml)
Green Tea	:	Rs. 10/- (100 ml)
Breakfast/Snack	s:	Rs. 25/-
Lunch/Dinner	:	Rs. 40/-

Canteen contractor will serve tea, coffee, snacks, lunch/dinner(As per **Annexure – A**) to the administration/employees as above.

A. GENERAL TERMS AND CONDITIONS:

- 1. NIFT reserves the right to accept or reject any tender without assigning any reason thereof.
- 2. The tender must be attached with self certified Xerox copies of
 - a. Registration of the Agency under the Shops & Establishment Act,
 - b. Allotment of PF code by the Regional PF Commissioner, and
 - c. ESI Registration Code No.
 - d. List of clients of organizations of repute, with contact person's name and phone numbers on the letter head of the tenderer
 - e. Statutory licenses for Food/Quality, without which, the tender shall be summarily rejected.

The tenderer shall have to produce the original papers of the above documents at the time of opening of the tender for verification and also whenever it is demanded by the representative of the Institute.

- 3. 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.
- 4. 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.
- 5. The tenderer shall provide details of employees who will stay during night in NIFT premises which will not be more than 03 in number. The tenderer shall also provide police verification report of all their employees working with NIFT Campus within 30 days of the commencement of contract.
- 6. The canteen shall remain open from 7.30 A.M. to 10.00 P.M. on all week days including Public Holidays and the vacation period, however, in case of special circumstances, canteen will be required to be opened beyond these specified hours also.
- 7. The tenderer 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 vendor, the vendor will be penalized at the discretion of NIFT.
- 8. The canteen tenderer shall ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. Adequate numbers of dustbins shall be provided by the tenderer to ensure proper disposal of 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 tenderer.
- 9. The tenderer shall ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
- 10. The tenderer shall ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the tenderer shall be held solely responsible and will be penalized besides legal action by the Competent Authority.
- 11. The raw material used for cooking can be checked by NIFT officials directly/through the officials of Health Department of State Government at any time and if substandard / unauthorized material is found, the tenderer shall be penalized at the discretion of NIFT and tenderer shall have to be abided by it.
- 12. The tenderer shall be required to display the price list of all the food articles, 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 MRP and shall be got approved and reviewed by committee of NIFT officials on regular basis if items as such where no

MRP is Printed. The approved rate list shall be displayed at proper location within the canteen areas by the tenderer.

- 13. NIFT reserves the right to accept or reject any or all the offers either dully or partly without assigning any reason thereof.
- 14. The workmen employed by the tenderer shall be directly supervised and controlled by the tenderer 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 campus against any temporary or permanent posts at NIFT.
- 15. It shall be compulsory for the Catering Tenderer to take the following hygiene and cleaning measures : (a) Cleaning the kitchen area twice a day, including the storeroom, (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 Gujarat Food safety Rules and other various Act, applicable in this respect.
- 16. The catering staff engaged by the Tenderer shall : (a) Show professional courteous behavior at all times, (b) Staff must wear neat and clean work clothes, 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. The character & antecedents of all the staff deployed to work at canteen premises should be verified by the police authorities & copies may be submitted within one month from the date of award of contract.
- 17. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the canteen and in the NIFT premises. The tenderer shall not prepare any eatables in the canteen which may fall under the prohibition of Drugs Prevention Act or may lead to any activity indulged in alcoholic/narcotic addiction. If anyone is found indulged in these business, the person shall be asked to leave the campus immediately and the tenderer shall be liable to loose the contract for breach of this condition.
- 18. As regards quality of materials and preparation, the tenderer shall ensure that : (a) Food ingredients, additives and materials must be of best quality available in the market as per Annexure D, (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis, (c) the Tenderer 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.
- 19. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
- 20. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than NIFT students, faculty, staff and visiting faculties/guests.

- 21. 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.
- 22. 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.
- 23. 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 shall be taken for the same by NIFT, as it may deem fit.
- 24. 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.
- 25. Any attempt at negotiation direct or indirect on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
- 26. The contractor shall ensure that all the persons deployed by him are free from all communicable contagious infectious and other diseases and the contractor shall have them medically examined in case of any illness at his own cost. NIFT also reserves the right to direct the contractor to get his persons medically examined by a physician approved by NIFT at the sole expense of contractor. If in the opinion of the NIFT any person deployed by the contractor is found to be suffering from any such communicable diseases or if any of the person of the contractor is found to commit any misconduct or misbehaves, NIFT may restrain such person from entering the premises from immediate effect.

B. LEGAL TERMS AND CONDITIONS

- 1. The Tenderer and his staff shall abide by various rules and regulations of NIFT as prevalent from time to time.
- 2. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmens' 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 Tenderer in respect of non-compliance of any Labour legislations in force during the validity of the contract, the Tenderer 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 Tenderer shall maintain attendance and wages registers for all workers engaged under the contract at NIFT and shall also take out Workmens' Compensation insurance policy.
- 4. The Tenderer shall submit to NIFT a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would also intimate

as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.

- 5. 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.
- 6. NIFT would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of NIFT rules & regulations, or if there is any lapse in compliance of any labour legislation, Gujarat Food Safety Rules or relevant other Acts or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of NIFT's management in this regard would be final and binding on the Tenderer. In such an event, NIFT shall have the right to engage any other tenderer to carry out the task. However, Contract can be terminated by the contractor by giving 03 months prior notice.
- 7. The Tenderer 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 Tenderer shall comply with instructions given by the NIFT authorities, without waiting for confirmation by the Tenderer.
- 8. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the NIFT, as and when necessary.
- 9. Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

C. FINANCIAL TERMS & CONDITIONS

- 1. Financial bid quoted for Full Time Residential / Hosteller students will be taken in to consideration for deciding L1. Further, rate for Day Scholars who are not taking dinner should not exceed 75% of the rate quoted for Full Time Residential / Hosteller students. If the rate quoted for day scholars who are not taking dinner is more than 75% of rate for full time residential / hosteller students will be rejected.
- 2. Semester fees from the students (both hostellers and day scholars) who are interested to avail catering services at approved rates shall be collected by the Institute along with their tuition fees. Payments of mess fees to the catering tenderer shall be made in equal installments per semester on the basis of actual fees received.
- 3. Charges for the lunch, snacks etc. provided on occasions as per the orders of NIFT shall be paid on submission of bills.
- 4. 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 tenderer. Any supply of food items without proper authorization by the designated authority of NIFT shall not be paid for.
- 5. The tenderer shall charge for beverage/bakery items etc., from student at prescribed rates in cash which is beyond the scope of contract for listed bonafide students availing catering services.

- 6. Similarly, as and when faculty/staff/visiting faculty avail canteen/mess services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.
- 7. 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 legislations / provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the Tenderer.
- 8. Income tax, Service Tax etc., as per prevalent laws shall be deducted at source while making payment of Tenderer's bills.
- 9. The tenderer shall be required to deposit an amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) as security deposit within 10days of issue of Work Order in the form of demand draft of nationalized bank/schedule bank only in favour of NIFT, Gandhinagar payable at Ahmedabad. 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 tenderer. The SD amount will be deposited by the tenderer in whose favor the work order is issued. NIFT will be entitled to deduct any expense which has been incurred due to failure in providing canteen catering service as per contract.
- 10. 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.

Penalties for violation or rules, terms and conditions

The caterer will be fined in case of violation of the following rules:

- 1. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs.5,000/- on the caterer.
- 2. Three or more complaints within a two week period of insects and/or foreign object cooked along with food or found in any food item would invite a fine of Rs. 10,000/- on the caterer.
- 3. Each instance of complaint of a foreign object that is deemed dangerous by the canteen committee would invite a fine of Rs.10,000/- on the caterer.
- 4. Three or more complaints of unclean utensils in within a two week period would lead to a fine of Rs. 5,000/- on the caterer.
- 5. If canteen committee agrees that certain meal was not cooked properly then a fine of Rs. 5,000/- would be imposed on the caterer.
- 6. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch or dinner, and 10 minutes for breakfast or tea & snacks, then a fine of Rs.5,000/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
- 7. Changes in menu of any meal without permission of canteen committee would result in a fine of Rs. 5,000/- on the caterer.
- 8. Each instance of unprofessional behavior (lack of personal hygiene of staff, misbehavior by workers etc. as determined by the canteen committee etc.) will lead to fine of Rs. 5,000/-on caterer.
- 9. Mess staff members are not allowed to use the any part of the mess premises for any other purpose. Mess staff members are not allowed to sleep in the mess premises at any time. Each instance of violation will lead to a fine of Rs. 5,000 on the caterer.
- 10. For any rules stated in the agreement,

- a) First violation of the rule implies fine as per the rule.
- b) Second and subsequent violations of the same rule within 30 days of previous fine will 50% added in the initial amount of fine on the caterer.
- c) If any of the above rules are violated 10 times (taken as a total) the contractor will be automatically disqualified, and the contract may be terminated. However, this is not the only criteria for termination. The institute reserves the right to terminate the contract at any time, considering the frequency and seriousness of the violations.
- 11. Absence of proprietor or his representative empowered to take decision from canteen committee meetings on due invitation (which will be held approximately once every month) will attract a fine of Rs. 10,000/- on caterer.
- 12. As and when canteen committee proposes a fine, they will inform the representative of the caterer or mess manager, and the fine will be imposed by the institute in consultation with the canteen committee.
- 13. Using of brands not mentioned in the contract without prior permission and/ or adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the canteen committee.

ARBITRATION:

In the event of any dispute or difference arising under these conditions of contract or in connection with this Contact, the same will be resolved by Arbitration, as per the provisions of The Arbitration and Conciliation Act, 1996. All the questions, disputes and or differences arising under or in connection with this agreement or in touching or relating to or concerning the construction, or affect of presents shall be referred to the sole arbitrator, Director, NIFT, Gandhinagar and the decision of the Director will be binding on the Tenderer. The venue of the Arbitration shall be at NIFT office at Gandhinagar.

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 competent civil jurisdiction in this behalf at Gandhinagar 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 tenderer 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 not withstanding such failure or delay, NIFT shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

Date :

Place :

OSD

NIFT Gandhinagar

UNDERTAKING

I/We _____

(Name of Tenderer)

Proprietor/Partner/Director hereby undertake to comply with all the terms and conditions as stated here above and abide all terms and conditions stated in the tender enquiry. I/We hereby undertake that the information forwarded 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.

> Signature : Name : Designation & Stamp of the partner

ANNEXURE – A

A) Morning Breakfast - 7.45 to 08:45 a.m.:

- 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) Hot snacks (listed below)

Out of the following Hot snacks, the contractor is required to provide only one snack in the breakfast

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

B) Tea break during 10:30 to 10:45 a.m.: Tea-Coffee and biscuits

C) Lunch : 12.00 p.m. to 1.00 p.m.

- 1) Green vegetables (as per season)
- 2) Gram vegetables (Kathod)
- 3) Plane Rice / Jira Rice / Fried rice / Pulav
- 4) Punjabi or Gujarati Kadhi / Punjabi or Gujarati 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 / Stuffed Paratha
- 7) Salad
- 8) Pickles
- Non-vegetable (Halali chicken items such as chicken masala, chicken bhurji, butter chicken, tandoori chicken, etc.) to be served once in a week in lunch. (on Friday)
- Sweet dish to be served once in a week during lunch. (on Friday)
- Seasonal fruits to be served once in a week in day time as a change (Thursday)
- Once in a month food to be served (Gujarati, South Indian, Chinese, Pav Bhaji & Pulao etc.)

C) Tea break during 03:00 to 04:00 p.m.: Tea-Coffee and biscuits

D) Evening snack during 5.00 p.m. to 5:30 p.m.:

Popcorn, Vegetable puff, and Hot snack (out of above list which is not served in the morning) excluding Milk, Chocolate powder, Cornflake or Daliya.

E) Dinner:

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

All above food items (from morning breakfast to dinner) are to be served unlimited.

	Special Menu - (Lunch & Dinner) Unlimited, served hot
•	Paneer Sabzi
•	Farsan
•	Green Veg.
•	Rice (Jeera / Fried)
•	Dal
٠	Roti
٠	Puri
٠	Sweet
•	Papad
•	Salad
•	Raita
•	Butter milk
•	Achar
•	Mineral Water

TECHNICAL BID

Enclose following documents/mentioned in the Technical Bid

1. Description of Constitution of Tenderer

(A) Proprietor (Yes/No)
(B) Partnership Firm (Yes/No)
(C) Register Company (Yes/No)
If Details of documents attached in support of above declaration
(A) Name of the Proprietor :
(B) Address of the Proprietor :
(C) Contact Details of Proprietor: (Reg. Phone No.) (Mobile No.)
Fax No Email ID
Details of Partner if the tender is a partnership firm
(a) Partner's Name Mr. / Ms
(b) Address of Partner
(c) Contact Details of Partner: (Reg. Phone No.) (Mobile No.)
Fax No Email ID

Above details of all partners should be given individually

2. Copy of Partnership Deed. (It should be produce in original as & when demanded by the institute.

3. <u>Registration Details:</u>

Sr.	Registration Under	Registration No.	Valid up to	Remarks
No.		•	-	
01	Firm/Company Registration (Delete whichever is not applicable)			
02	Shops & Establishment Act			
03	PF			
04	ESI			
05	PAN			
06	GST			
08	Food/Quality Registration			
09	Others			

4. Details of Turnover for the past three years (Please submit duly certified audited copies)

2015-16	2016-17	2017-18

Self-attested scanned copies of all above documents must be uploaded in e-Tender in technical bid form failing which tender will be rejected.

Note: 1) Please read P.T.F (Price Tender Form) carefully and fill up the above Information and furnish copy of the above positively.

LIST OF PRESENT CLIENTS

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

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Note: Please enclosed certified copies of work orders

Date :

(Signature & Seal of the Tenderer)

LIST OF PAST CLIENTS DURING LAST 5yrs.

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

S 1.	Client's Name, Address &	Name of contact Person &					Reason for termination	
	Contact No.	Phone No.	availed Catering	From	То	pm	if any	
		S	Services at					
			a time					

Note: Please enclose certified copies of work orders, performance certificate from Contractee.

Annexure – D

PERMISSIBLE BRANDS OF CONSUMABLES

ITEMS	BRANDS
Salt	Iodised salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR or equivalent quality brands or Agmark brand
Ketchup	Maggi, Kissan, Heinz, Delmont
Oil	Ankur, Tirupati, Dhara (. Refined sunflower oil)
Pickle	Mother's or Priya or Tops
Atta	Ashirvad, Pillsbury, Nature Fresh, Ramdev
Butter	Amul, Britania, Mother Dairy, Sachi – Should be 100% milk butter
Bread	Harvest / Britania make / Top & Town / Modern / Avon
Jam	Kissan, Nafed, Mapro
Milk	Toned Milk of Mother Dairy / Amul / Other good brand locally
	available
Paneer	Amul / Mother Dairy / Sanchi
Теа	Brook Bond, Lipton, Tata, Wagh Bakri
Coffee	Filter Coffee, Nestle
Biscuits	Britannia, Parle, Good Day etc.
Ice Cream, Lassi,	Mother Dairy, Amul, Cream Bell – All varieties, Top & Town, Vadilal
Curd	
Mixtures / Chips	Haldiram / Bikaner or any top brand
Mineral Water	ISI marked Kinley / Bisleri / Ganga
Besan / Dal	Rajdhani, Any good quality
Rice	Basmati
Cold Drinks	Amul, Pepsi, Coke etc.
Juices	Real, Tropicana
Lemon Water	Hello, Fresh Lemon Water
Sweets	Nikaner, Haldiram, Chhapan Bhog etc. Or To be cooked in the canteen, Gwalia Vipul Dhudhia, Jaihind in case of preparation in canteen due to less nos. of Guest
Other beverages	Amul
Cheese	Amul / Britannia

All food items should be duly certified by Food Safety Standards Authority of India (FSSAI)

DECLARATION

I/We having our office as mentioned under declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

Signature Name Designation Name of the Agency

Address of the tenderer

Seal of tenderer Date Place

NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body under the NIFT Act 2006, and setup by Ministry of Textiles, Govt. of India) NIFT Campus. GH-0 ROAD, GANDHINAGAR – 382 007.Ph.: 079- 23240832 ; 834 Fax : 079-23240772

Website : http://www.nift.ac.in/gandhinagar

Part II – FINANCIAL BID

Rate (Price) per Month:

(For providing food as per the details-items given in Annexure-A and terms and conditions Mentioned in the tender document).

1) Full Time Residential / Hosteller students	Rs (Per student per month)
2) Day Scholars who are not taking dinner	Rs (Per student per month)
3) Rate for Special Menu Per plate	Rs

4. Taxes:

5. Remarks, if any.

N.B.

- 1. Financial bid quoted for Full Time Residential / Hosteller students will be taken in to consideration for deciding L1
- 2. Rate for Day Scholars who are not taking dinner should not exceed 75% of the rate quoted for Full Time Residential / Hosteller students. If the rate quoted for day scholars who are not taking dinner is more than 75% of rate for full time residential / hosteller students will be rejected.
- 3. The canteen tenderer will provide food as per above details for academic calendar year (All days in a week including Public Holidays). For rest of the days, student will be charged separately at the rates prescribed for the staff of the Institute
- 4. Tender will not be allowed to withdraw / modify above rates after it is opened. It will be valid upto 90 days after opening of the same.

Place :

Date :

Signature of the Tenderer with Office Rubber Stamp, Name and Designation of Signatory.