Rs. 2000/-

# NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of TextilesGovt. of India)

# E-TENDER DOCUMENT FOR MESS/CANTEEN SERVICES

# NIFT (Kangra Campus) NIFT Campus, Chheb, Kangra, Hiamchal Pradesh 176001

# Time schedule for tender process:

Date of publication of tender notification on official website	18/06/2019
Sale of tender document commence from	18/06/2019
Last date for Sale of tender document	18/07/2019 at 14:00 Hrs
Last date for receipt of duly filled in tenders	18/07/2019 at 16:00 Hrs
Date and Time of the opening Technical Bids	18/07/2019 at 16:30 Hrs
Date and Time of the Financial Bids	will be notified to the technically qualified tenderers

Note: This tender document contains 29 pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages.

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#### 1. INTRODUCTION:

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 16 centers. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raibareli, Shillong and Srinagar.

#### **One paragraph for the introduction of concerned NIFT Campus.**

NIFT, Kangra Campus is situated in Kangra, Himachal Pradesh (NIFT Campus, Chheb, Kangra, H.P. - 176001). At present approx 600 students are getting education in this Institute and about 60 Officers / Faculty and employees are working in this Institute.

# 2. <u>NOTICE INVITING TENDER</u>

The NIFT Kangra Centre invites sealed E- Tenders under **"TWO BID SYSTEM"** are invited for selection of an expert agency for providing Mess / Canteen services for providing on campus Food & Beverages to the students and staff at the NIFT Kangra Campus, Chheb, Kangra, H.P. - 176001.

The details of the tender are given below:-

- a. Description of Services: selection of an expert agency for providing Mess/Canteen services at the NIFT Kangra Campus, Chheb, Kangra, H.P. 176001.
- b. Closing date & time for submission of bids: 18/07/2019 at 16:00 Hrs
- c. Date & time of opening of Bid:
  - 1. Technical bid: 18/07/2019 at 16:30 Hrs (in presence of the tenderers or their authorized representatives.
  - 11. Financial bid : After evaluation of Technical Bid
  - iii. Bid validity upto: 90 days from the date of opening of financial bid
- d. Correspondence Address: Director, National Institute of Fashion Technology,NIFT Kangra Campus, Chheb, Kangra, H.P. ó 176001.

"TWO BIDS SYSTEM" shall be followed for this tender. Tenderer should take due care to submit the hard copy of tender in accordance with requirement in sealed covers. 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.

E-Tender shall be submitted in official E-tender form only. If submitted in any other form the same shall be summarily rejected.

(a) The interested firms should apply online and submit their tender and the bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids ó all duly signed ó on the <u>https://nifttenders.eproc.in</u>from 18.06.2019 to 18.07.2019 upto 04.00 P.M. Tender documents is also available for viewing on the õtendersö link of the NIFT website i.e. <u>https://nifttenders.eproc.in</u> / <u>http://www.nift.ac.in</u>.

(b) 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.

(c) For applying online, the Firm should get itself registered at <u>https://nifttenders.eproc.in</u> by paying ÉAnnual Registration Charges of Rs. 2360/- (Rupees Two Thousand Three Hundred Sixty only (Non Refundable) ÉBid Processing Fee charges of Rs.5600 +GST (Non-refundable)

Tender documents for Mess/Canteen Services can be obtained from office of the Admin Section from 18/06/2019 to 18/07/2019 on all working days between 10 A.M. to 4 P.M. on payment of a non-refundable cost of Tender of Rs.2000/- which shall be payable in the form of a Demand Draft drawn in favour of NIFT - Kangra Paybale at Kangra H.P.

The tender document is not transferable to any other person. The tender document can also be downloaded from the NIFT's official website <u>www.nift.ac.in/kangra</u> of the centre. The tenderer who have downloaded the tender document from the website should send a Demand Draft of Rs.2000/- (non refundable) drawn in favour of NIFT ó Kangra Payable at Kangra H.P. towards the cost of tender document in Technical cum Financial Bid.

<u>The tender fee and the EMD draft should be kept in the Technical Bid</u> Cover during submission of the hard copy of the tender. The Technical bid and the financial bid should be sealed by the tenderer in separate covers duly super scribed as "Technical Bid" and "Financial Bid" respectively. Both these sealed covers should then be kept in a bigger cover which should also be sealed & duly super scribed as 'Tender for Mess/Canteen Services at NIFT. Kangra.

In case of any clarification required relating to this tender, the same can be sought from the

following officers of NIFT:

- a. Mr. Dharmender Vishwakarma, RA (Admin) dharmendra.vishwakarma@nift.ac.in
- b. Mr. Santosh Kumar Singh, Purchase Officer, santosh.singh@nift.ac.in

The bidders can also contact the following officer of C1 India regarding submission of the online Tender bids Mr. Sandeep Bhandari -8826814007 <u>sandeep.bhandari@c1india.com</u>, niftsupport@c1India.com

Land line number -0124-4302033/36/37

<u>The hard copy of E-tender must</u> be addressed to the Joint Director, Kangra Centre, National Institute of Fashion Technology, Chheb, Kangra, Himachal Pradesh-176001 and soft copy be submitted online while hard copy to be deposited in the Tender Box kept at Admin Office before 4.00PM by 18.07.2019. The E-tenders will be opened on the same day at 4.00 PM in the presence of such tenderers who may wish to be present, either by themselves or through their authorized representatives duly authorized as per law.

# 3. SCOPE OF WORK FOR MESS/CANTEEN CONTRACTOR

#### Scope of Work:

- 1. The tenderer should be an established caterer and shall be responsible for providing on campus Food & Beverages to the students and staff of the Institute.
- 2. The Contractor will also servetea/coffee/cold drinks, snacks, high tea, lunch/dinner etc. in various official meetings, programmes, seminars and functions organized by the Institute from time to time. In addition, people visiting NIFT campus in connection with various academic activities of the Institute may also avail these services.
- 3. In case of Mess/Canteen services, NIFT will release the amount to the contractor on production of bill and prescribed certificate of quality of food and services duly signed by the Mess/Canteen committee.
- 4. The caterer is expected to provide the following services: Cooking and serving meals (breakfast, lunch, evening snacks, and dinner).
- 5. Add-on sales (approved by mess committee). Residents may use these add-ons to get 'extra' items not included in the basic menu outlined below.
- 6. Cleaning of utensils, kitchen and serving items. Cleaning of cooking, dinning and auxiliary areas. Security of the equipment, utensils and other items in the mess. Maintenance of the equipment in the kitchen and dining area. Maintenance of books, ledgers, other records and documents related to running of the mess. j) Deployment and supervision of required man power for the above mentioned tasks..
- 7. As can be noted from the above, operational services shall **NOT INCLUDE** preparation of menu and any policy matter related to running the mess. All such decision will be the direct responsibility of the relevant executives of the Mess Committee.

#### Accounting and Payment:

- 1. The bills for a given month will be submitted by the caterer to the office at the beginning of the next month. The office normally clears the bills within 7-10 days of their submission. The rates for all the items for which the bills are raised, must have been prior approved by the competent authority.
- 2. The rates so fixed are inclusive of all taxes duties, and levies etc. imposed by the state/central government and local bodies as on the dates of award of the work. However, if any new tax, duty or levy is imposed or enhanced by the government/local bodies subsequent to the award of work, the same shall be reimbursed on production of proof of payment.
- 3. The caterer shall be accountable for on-the-spot sales of add-ons and its accounting. The

price rates shall be in force for the entire period of contract and shall not be revised under any circumstances.

#### **Important Notes:**

1. The Mess Committee reserves the right to: Amend the scope and value of the contract Award the contract of the mess to any empanelled agencies For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the applicants of the grounds for the same.

- 2. Effort on the part of the agencies or it's agent to exercise influence or to pressurize the Institute for this contract shall result in rejection of the application. Canvassing of any kind is prohibited.
  - 3. The caterer will be required to provide khichri or any other suitable item for sick residents in lieu of the regular meals.
  - 4. For residents observing fasts, the caterer will provide the substitute items in lieu of the regular meal after a minimum number of ten residents ask for the substitute meal.
  - 5. The caterer will not serve any item whose rates have not been approved by the competent authority beforehand.
  - 6. Non-Veg should be served as per the menu irrespective of festivities like Navratras etc.
  - 7. Institute will provide the utensils for cooking as well as serving food, including plates, tumblers, spoons etc.
  - 8. All equipment brought by the caterer into the hostel premises must be registered with the caretaker.
  - 9. The caterer will be responsible for cleaning of the kitchen and the dining area, including the wash basins and the dustbins for maintaining proper hygiene and sanitation.
- 10. The caterer will also provide soap cake/liquid soap for the wash basins in the catering area.
- 11. The semesters and Mess/Canteen timings will be as under:

#### **Tentative Timings:**

- a. 1/3/5/7 semesters: Mid-July to end December.
- b. 2/4/6/8- semester: January to end-May.

c. Summer break: June to mid-July. Breakfast: 08.00 am to 9.00 am Lunch: 12:00 pm to 1.30 pm

Snacks: 04.00 pm to 4.30 pm

Dinner: 08.00 pm to 9.30 pm



# 4. GENERAL TERMS AND CONDITIONS

- 1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
- 2. Before submitting the tender, details of documents to be attached may be verified from the Check List given in Technical Bid of the Tender Document.
- 3. The bidders, who download the Tender Document from NIFT's website, are required to submit a separate demand draft for Rs. 2000/- (Rupees two thousand only) towards the cost of the Tender document. THIS DEMAND DRAFT IS REQUIRED TO BE SUBMITTED WITH THE TECHNICAL BID. Downloaded Tender Documents submitted without demand draft towards the cost of Tender Document shall be rejected.
- 4. The Tenderer must write the name & complete postal address of the bidding firm on the back side of the Demand Draft(s).
- 5. All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
- 6. NIFT Kangra reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on- the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of NIFT Kangra 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.
- 7. Tender shall be submitted in NIFT's Kangra official tender form only. If submitted in any other manner, the same shall be summarily rejected. No bidder shall be issued more than one Tender Form.
- 8. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs.3.50,000/- (Rupees Three Lac Fifty Thousand only) shall be rejected. Bidders who have NSIC Exemption Certificate are not required to deposit the amount towards Earnest Money Deposit.
- 9. No paper shall be detached from the Tender Document.
- 10. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.
- 11. The Financial bids submitted by all bidders should be valid for at least for a minimum period of three months from the date of opening of Technical Bids.
- 12. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
- 13. Before submitting the filled-in Tender Document to the Institute, the bidders may seek clarification(s), if any, from Purchase Officer on Tel. No. 01892-260875 OR in person by visiting the Institute during working hours by taking prior appointment.



- 14. The successful bidder will have to enter into an agreement with the Institute.
- 15. Canvassing in any form will make the tender liable to rejection upfront.
- 16. 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 part time programmes attending evening or weekend classes, (d) Breakfast / Lunch etc. to officer/faculty/staff who require such services. The contractor shall ensure that only hot and fresh food is served to the students/employees. Complaint, if any, in this regard shall be dealt with severely.
- 17. The other items rate shall be based on the prevailing market rates and as decided jointly by the Contractor and the Canteen Committee after approval of NIFT Kangra Authority.
- 18. The Catering tenderer shall also provide various kinds of beverages, snacks and eateries in the canteen at such price/quotes as approved by the Canteen Committee from time to time. All packed items are to be sold for not more than the MRP. In case of failure, all these items would be served on account of the tenderer and at his risk by making alternative arrangements, which may please be noted. It should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.
- 19. The tenderer shall install emergency lighting / gas cylinders, and fuel supply etc.
- 20. NIFT Kangra 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. NIFT Kangra reserves the rights to disallow the person not having the identity card.
- 21. In case of interpretation, modification and any alteration with respect to terms & conditions the canteen committee, canteen tenderer and Campus Director will jointly look into such aspect and the decision of the Director will be final and binding to caterer.
- 22. If wastage of any resource is found, appropriate penalty will be imposed by NIFT Kangra Authorities.
- 23. The Tenderer's crew shall not be allowed to use any other service area situated outside the canteen complex.
- 24. Washing clothes, vehicles etc. are not allowed in the NIFT Kangracampus.
- 25. NIFT Kangra 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.
- 26. The tenderer will maintain daily served menu list certified by canteen committee member authorized for the purpose in proper register & display the same onboard.
- 27. The responsibility for dispose off garbage is solely on tenderer.
- 28. Any person of the Committee constituted by NIFT Kangra can do a surprise check during the office time to check the quality of food and hygiene.



- 29. The contractor will do regular pest & flies control at his own cost.
- 30. The bidder will be required to submit anti-profiteering format under GST laws after finalization of tender.
- 31. All payments made to contractor will be subject to applicable Tax Deduction at Source.



# 5. <u>ELIGIBILITY CONDITIONS / GUIDELINES FOR EVALUATION OF</u> <u>TECHNICAL BIDS</u>

Followings are the qualifying criteria:-

- 1. The bidder should have all the necessary and relevant registrations of the Government under the Shops and Establishment Act, Contract Labour Act, PF, ESI, GST, FSSAI etc. whichever is applicable. Food & adulteration certificate would also be required.
- 2. The Technical Bid should be accompanied with Rs.3.50,000/- (Rupees Three Lac Fifty Thousand only) by bank Demand Draft / Pay Order in favour of NIFT-Kangra Payable at Kangra HP as an Earnest Money Deposit. Bidders who have NSIC Exemption Certificate are not required to deposit the amount towards Earnest Money Deposit.
- 3. The applicant should be in catering business for a minimum period of three years as on  $31^{st}$  March, 2019, with the following requirements:
- É *Two similar completed works* (preferably one of them should be in *Academic Institute*) each having not less than 200 persons on its dining strength since the last 12 months. Or
- É *One similar completed work* (preferably should be in Academic Institute)
- 4. Having not less than 400 persons on its dining strength since the last 12months. For new firm, owner of the firm should have an experience of five year as manager. Manger should have catering experiences in academic institute while serving previously of not less than 350 students.
- 5. Note: Similar nature of work means the running of large messes of Institutions / Hospitals / Central Government / Central Autonomous Bodies / Central Public Sector Undertaking / Large Industrial Establishment/ Organizations /companies.
- 6. The applicant's annual financial turn-over in catering services during the last 3 (three) years i.e. FY 2015-16, 2016-17, 2017-18, duly audited by a Charted Accountant, should not be less than Rs.5.00 Crore in each Financial Year.
- 7. Should not have incurred any loss in more than three years during the last five years ending
- 8. The applicant should have on his pay roll sufficient number of trained employees for the proper execution of the contract.



#### 6. <u>GUIDELINES FOR SUBMISSION OF TENDER</u>

- 1. The bids are to be submitted in two parts-
  - (i) Sealed Technical Bid, along with a Demand Draft for Rs.3.50,000/- (Rupees Three Lac Fifty Thousand only), drawn in favour of <u>NIFT KANGRA</u> payable at Kangra HP, towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed <u>"TECHNICAL BID FOR PROVIDING MESS/CANTEEN SERVICES AT NIFT KANGRA CAMPUS"</u>. Tender Document received without EMD will be summarily rejected;
  - (ii) Sealed Financial Bid placed in a separate envelop super-scribed: <u>"FINANCIAL</u> <u>BID FOR PROVIDING MESS/CANTEENSERVICES AT NIFT KANGRA</u> <u>CAMPUS".</u>
- 2. The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop super-scribed "Tender for Mess/Canteen Service". This bigger envelope, bearing the name & complete postal address of the bidder, should be addressed to The Joint Director, National Institute of Fashion Technology, NIFT Campus, Chheb, Kangra, H.P. 176001 and dropped in the Tender Box, on or before ... ... 16:00 Hrs. On 18/07/2019 Tenders received after due date & time shall not be accepted.

#### **OPENING OF BIDS**

- 3. The Technical Bids will be opened at **16:30 Hrs. On** 18/07/2019 at National Institute of Fashion Technology, NIFT Campus, Chheb, Kangra, H.P. ó 176001 in the presence of such bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).
- 4. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the Institute in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the Institute.
- 5. EMD of the unsuccessful bidders will be returned, without interest, after finalization of contract.

#### **EVALUATION OF FINANCIAL BIDS**

- 6. From among the bidders short listed after the evaluation of the Technical Bid, the Lowest 1 Bid will be decided at the time of finalization of tender on the basis of rates given in the Financial Bid for Mess Rates Annexure Àø and Annexure õBö. The tenderer quoting lowest rate per month after consider 60% weightage for Annexure `Aø and 40% weightage of Annexure õBö will be considered as L 1. In case two or more tenderer quoting same rates, preference will be given to the tenderer having maximum experience of running Canteen service in similar Govt. organizations.
- 7. The successful tenderer shall be required to enter into an agreement with NIFT Kangra.



# 7. STATUTORY TERMS AND CONDITIONS:

#### A. <u>PERIOD OF CONTRACT</u>

- (a) The contract for Mess/Canteen Services shall remain valid initially for a period of one year.
- (b) The contract 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.

#### B. FORFEITURE OF EMD

- (a) EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill any of the following conditions:
- (b) An agreement is not signed in the prescribed form within Seven days of the receipt of the Letter of Award of the Contract;
- (c) The Contractor does not commence Mess/Canteen services within seven days of the stipulated date for commencement of Mess/Canteen services.
- (d) The Contract for award of Mess/Canteen Services through this Tender shall come into force with effect as per the subsequent agreement signed between NIFT Kangra and the L1 Bidder. no change in the financial bid will be allowed. If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall beforfeited.

#### C. <u>SECURITY DEPOSIT</u>

- (a) The contractor shall be required to deposit an amount of Rs. 7,00,000/- (Rupees Seven Lakh only as performance security, EMD shall be adjusted with this deposit) as security deposit immediately on acceptance of Work Order in the form of demand draft of nationalized bank/schedule bank only in favour of NIFT Kangra payable at Kangra HP. 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 after three months of expiry or termination of the contract, subject to clearance of all dues by the contractor.
- (b) If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the tender, the Security Deposit will be forfeited without prejudice to the NIFT Management's right to proceed against the contractor for any additional damages that the Institute suffers as a result of the breach of the aforesaid terms and conditions.

#### D. ELECTRICITY AND WATER CHARGES

(a) The Contractor will be required to pay to the Institute electricity charges on actual basis, for which sub-meters shall be provided for kitchen and service area. Out of the total bills



received by the Institute for electricity consumption, the amount in respect of the units consumed by the Contractor shall be paid by him /her to the Institute.

- (b) Contractor shall have to pay Rs. 17,000/- (Rupees Seventeen Thousand only) per month towards maintenance charges plus application GST to the institute through Cheque /Demand Draft in favour of NIFT, Kangra payable at Kangra in the first week of every month. Actual consumption <u>of</u> the electricity will be paid on monthly meter reading basis separately by the Contractor.
- (c) No separate water charges will be charged by the institute.
- (d) Garbage cleaning charges will be borne by the contractor.

#### E. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

- (a) The Contractor shall be responsible for engaging adequate number of trained/semitrained manpower required for providing good Mess/Canteen services in NIFT campus.
- (b) The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- (c) The Contractor wil I, prior to the commencement of the operation of contract, make available to NIFT the particulars of all the employees who will be deployed at the institute premises for running the Mess/Canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
- (d) The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Govt. of India and fulfil all other statutory obligations, such as, Provident Fund, ESI, GST, Workman's Compensation Act / Fatal Accident Act, Personal Injuries etc., whichever is applicable. The proof of payments made to individuals & statutory liability must be submitted to NIFT for releasing payment every month.
- (e) The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- (f) Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- (g) 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.

- (h) The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- (i) The Mess/Canteen staff 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.
- (j) The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to institute moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by NIFT. The decision of the institute designated officer in this regard shall be final and binding on the Contractor.
- (k) The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.
- (I) The Contractor shall keep the Mess/Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen, Mess/Canteen hall, floor, counter, benches, tables, chairs, etc. NIFT management will have 24 hour access to inspect the Mess/Canteen premises at any time for ensuring the cleanliness and hygienic conditions of the Mess/Canteen kitchen and dining hall premises
- (m) The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Mess/Canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.
- (n) The Contractor shall get the prices of all items approved by the canteen committee and no changes, what-so-ever shall be made without prior written approval of this committee. 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 item sold in the NIFT Canteen should not be more than MRP and local market rate and shall be approved by the committee of NIFT officials on regular basis. The approved list shall be displayed at proper location within the canteen area by the tenderer.
- (o) The contract shall be solely liable for any miss-happening/casualty including fire explosion etc. happens/occurs during the contract period in the canteen premises and the Contractor shall be entitled to pay compensation to the victim/s if any in the said misshappening and there will be no liability of NIFT in this regard either towards the Contractor or towards the victims.



#### F. TERMINATION OF THE CONTRACT

- (a) The Contract can be terminated by either party, i.e., NIFT Kangra or the Contractor, after giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, NIFT Kangra reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. NIFT's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
- (b) On termination of the contract, the Contractor will hand over all the equipments/furniture/articles etc., supplied by NIFT Kangra, in good working condition, back to NIFT.

#### G. <u>PENALTY</u>

- (i) All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Kangra. The language of arbitration shall be English.
- (ii) The Institute reserves the right to impose a penalty (to be decided by the NIFT Kangra authorities) on the Contractor for any serious lapse in maintaining the quality and the services wilfully or otherwise by the Contractor or his staff or for any adulteration.
- (iii) If the Institute is not satisfied with the quality of eatables served, services provided or behaviour of the contractor or his/her employees, the Contractor will be served with 24hour notice to improve or rectify the defect(s), failing which the NIFT will be at liberty to take appropriate necessary steps as deemed fit.
- (iv) 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 Centre Location an d 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.
- (v) The raw material used for cooking may be checked by Mess/Canteen 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 can review the contract. Contractor shall have to abide by the decision of Director.

#### 8. OBLIGATIONS OF THE CONTRACTOR

(I) The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in Annexure-I.



- (II) Incase if students go for industry training, industry visits, seminars, ICT, vacations etc. then after intimation to the tenderer, NIFT shall have right to deduct the actual charges as the facility is not used by the students.
- (III) The Institute will provide to the Contractor space for storing raw material, sitting and serving space, etc. The Institute shall also provide tables and chairs in the serving area.
- (IV) Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the Institute are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by NIFT Kangra at the contractor's risk and cost. In this regard, the decision of the designated officer of NIFT Kangra shall be final and binding on the Contractor.
- (V) All work shall be carried out with due regard to the convenience of NIFT Kangra. The orders of the concerned authority shall be strictly observed.
- (VI) The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of NIFT and the hostellers/staff /faculty, During summer/winter breaks, caterer will depute at least 5 staff (2 cooks and 3 waiters) to cater to the officers and staff members of NIFT and the canteen will function normally. The contractor will ensure that the cooks have clipped nails while cooking food.
- (VII) The Contractor will have to supply breakfast/lunch/dinner in the Mess/Canteen/Academic/Admin Block as per requirement and schedule drawn for the purpose by the concerned authorities of the Institute. The contractor shall also ensure proper room services for the NIFT Kangra officials.
- {VIII) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the institutes campus, including

Mess/Canteen. Any breach of such restrictions by the Mess/Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.

- (IX) The contractor shall not be allowed to keep his/her employees inside NIFT premises between 10:00 P.M. to 6:00 A.M. on any day.
- (X) No minimum guarantee will be furnished to the Contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of students/hostellers/NIH personnel to avail Mess/Canteen services. The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of food poisoning, the contractor will be held solely responsible & will be penalized besides legal action at the discretion of NIFT Kangra.
- (XI) The workers employed by the Contractor shall be directly under the supervision, control



and employment of the Contractor and they shall have no connection what-so-ever with National Institute of Fashion Technology (NIFT). NIFT Kangra shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against NIFT for employment or regularization of their services by virtue of being employed by the Mess/Canteen Contractor, against any temporary or permanent posts in NIFT.

- (XII) The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the Institute. NIFT Kangra reserves the right to ask the contractor to remove any deployed person without assigning any reason.
- (XIII) The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the Mess/Canteen services in addition to what is provided by NIFT Kangra.
- (XIV) NIFT shall not provide any consumable or non-consumable items including raw materials at the Mess/Canteen for the purpose of catering.
- (XV) The Contractor shall not use the Mess/Canteen premises for any other activity except for the purpose for which it has been provided for.
- (XVI) The payment in respect of official meetings/ conference/ hospitality bills of the Institute shall be paid on production of bills duly verified by the concern department/authorities.



#### 9. UNDERTAKING BY THECANTEEN CONTRACTOR

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

Dated \_\_\_\_\_

Name & Signature of Contractor

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

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

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

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

Annexure

#### PERMISSIBLE BRANDS OF CONSUMABLES

**Branded items** (as given below) should always be used. A suitable monetary penalty will be levied if the specified brand is not used.

- 1. Butter Amul /Mother dairy pasteurized" not Amul delicious.
- 2. Jam Kisan or Tops.
- 3. Ketchup Kisan, Tops, or Cremica.
- 4. Masala MDH, BMC, or Catch.
- 5. Rice Basmati of branded company approved by mess committee.
- 6. Atta as approved by the mess committee.
- 7. Besan as approved by the mess committee.
- 8. Oil Fortune/ Neutralla: Refined Sunflower/Soyabean Oil.
- 9. Tea bag ó Taj Mahal or a brand approved by mess committee.
- 10. Coffee Nescafe, Bru, or Tata.
- **11.** Pickles MTR or Priya or a brand approved by mess committee.
- 12. Desi Ghee- Amul or Britannia Bread/Paav/Bun- Bonn Salt- Tata, Captain Cook, or Annapurna
- **13.** Milk Approved by Mess Committee with water content not exceeding the specified limit.

Brand of any other item required or any of the above items, in case of non-availability of above brands, will be mutually decided by the Mess Committee and the caterer and approved by the competent authority.

#### 10. Performa of Technical Bid

### ANNUAL RATE CONTRACT FOR PROVIDING MESS/CANTEEN SERVICES AT NI FT KANGRA CAMPUS

1.	Name of the Contractor	:	
2.	Address of the Caterer	:	
	Phone No.:	_(Mo.}	_(Fax.)
3.	Whether proprietary or Firm or a Company	partnership:	

Required Documents	Attached / Not Attached
Shop and Establishment Certificate / GST Registration Certificate along with GSTIN Number.	
FSSAI Number of the category (mandatory) without FSSAI certificate the tender will be rejected	
Separate DD for tender fee of Rs. 2000/-, If tender document is	
downloaded from the website or copy of the receipt	
DD for Earnest Money deposit Rs. 3,50,000/- (If registered under NSIC then	
submit copy of Registration) Annual Turnover for each Financial year as under	
FY 2015-16 (Rs. 5.00 Crore and above)	
FY 2016-17 (Rs. 5.00 Crore and above)	
FY 2017-18 (Rs. 5.00 Crore and above)	
A list of owner / partners of the firm and their contact telephone	
numbers along with a certificate to the effect that the firm is neit her	
blacklisted by any government department nor any criminal case	
registered against the firm or its owner/partners anywhere in India.	
Self Attested copy of GST Registration	
Self Attested copy of License under Contract Labour Act	
Self Attested copy of PF registration with Regional PF commissioner	
Self Attested copy of ESI Registration	
Duly signed undertaking enclosed with the tender document	
Copy of terms and conditions and every page of the tender duly signed with seal of the firm, in token of acceptance of terms and conditions and tender as quote	
Self Attested copy of PAN card	

- 4. Is there any relative of the owner of Catering agency or its partners working at NIFT? If so, please indicate below the name of such relative and the relationship. :
- 5. Annual Turnover Detail of FY 2015-16, 2016-17, 2017-18, duly audited by a Charted Accountant (Attach Certified balance sheet/ copy of Income Tax Return /Organization payment details)
- 6. Attach a statement showing details of the canteen contracts during last three years with

names of the Organization s, contact person's name, contact details and contract amount for each contract.

7. Provide all above details in a separate statement for all the existing / present canteen contracts.

Dated:\_\_\_\_\_

Full Name, Signature of Authorized Person

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

## LIST OF PAST CLIENTS DURING LAST TWO YEARS (OTHER THAN PRESENT CLIENTS)

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

S. No.	Clients name, address & contact no.	Name of contact person & phone no.	No. of persons availed catering services at a	Period of contract	Contract value per month	Reason for termination if any
			time			

# LIST OF PRESENT CLIENTS

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

S. No.	Clients name, address & contact no.	Client phone &address of present canteen	Period of contract	No. of person availing catering facility	Contract value per month

Please tick mark at any above address for evaluation process.

## 11. PERFORMA OF FIN ANCIAL BID FOR MESS/CANTEEN SERVICES

General / indicative mess menu, list of items to be serve d during the timing is mentioned, unlimited food is to be supplied during the contract period.

DAY	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	Muli/ Methi Paratha,Curd,	Items Dosa, Sambhar, Chatni, Sprouted Moong, Cornflakes	Paratha, Green	Puri, Halwa and Fried Channa Masala	Vada/Uttapam Sambhar Chatni and Corn	Items Plain Partha - Tamotto Sabji, Sprouted Moong	Items Mix Paratha, Boiled Chana with pyaz tamater, dhaniya mix Green chatni
Lunch	Yellow Dal jeera		nutri , Salad	Arhar dal pyaz	Kali Urad- channa Dal, Beans, Salad	· ·	Fried rice, Chapati, Sambhar, Paneer bhurji Egg bhurji, Salad
Snacks		Bread bonda,	Adrak Tea, 1- Bread Pakkoda, chatni	1-Samosa, Chatni	Chat pappadi <i>i</i> Matar	Special. Tea, Poha + Mixture	Half glass milk, Jalebi
Dinner	Dal, White	Dal, Arbi/ Palak Aloo, Mix	Chapati, hari moong	Chapati, Black Chana Dal, Mix Veg, Salad, Curd	Chapati, Black Masoor Dal, Chicken Curry		Rajma, Tomato

**Branded items** (as given below) should always be used. A suitable monetary penalty will be levied if the specified brand is not used.

- 1. Butter Amul /Mother dairy pasteurized" not Amul delicious.
- 2. Jam Kisan or Tops.
- 3. Ketchup Kisan, Tops, or Cremica.
- 4. Masala MDH, BMC, or Catch.
- 5. Rice Basmati of branded company approved by mess committee.
- 6. Atta as approved by the mess committee.
- 7. Besan as approved by the mess committee.
- 8. Oil Fortune/ Neutralla: Refined Sunflower/Soyabean Oil.
- 9. Tea bag. Taj Mahal or a brand approved by mess committee.
- **10.**Coffee Nescafe, Bru, or Tata.
- 11. Pickles MTR or Priya or a brand approved by mess committee. Desi Ghee- Amul or Britannia Bread/Paav/Bun- Bonn
  - Salt- Tata, Captain Cook, or Annapurna
- **12.** Milk Approved by Mess Committee with water content not exceeding the specified limit.

Brand of any other item required or any of the above items, in case of non-availability of above brands, will be mutually decided by the Mess Committee and the caterer and approved by the competent authority.

Specification of quantities:

#### Breakfast:

Bread: 4 Slices Milk: 200 ml (along with coffee powder or tea bag & sugar) Butter: 15 g, Jam: 20 g Sprouted beans: Unlimited Main item(s): Unlimited

#### Lunch:

Rice: Unlimited Chappathi/Paratha/Bhature, etc.: Unlimited Salad: Unlimited Main items: Unlimited Paneer in dish: 50 g Eggs in dish: 2 nos.

#### Snacks:

Tea/Coffee/Milk/Shake: 200 ml Samosa/Vada (varieties)/Cutlet: 2 pieces (of approx. 20 g each) Chat papri/Veg. pakora/Finger Chips: 30 g Chatni/Ketchup: Unlimited

#### Dinner:

Rice (varieties): Unlimited Chhapati/ Paratha/ Puri, etc.: Unlimited Salad: Unlimited Main items: Unlimited

#### **Financial Bid**

# Annexure `A'

Above is the sample menu, which may be changed by the Canteen Committee.
Total daily mess rate (as per the menu given above): Breakfast INR -----Lunch INR-----Evening snacks INR -----Dinner INR-----Total Amounts

Rs.\_\_\_\_\_\_
Rs.\_\_\_\_\_

Date:

Signature and stamp of Bidder

In addition to the above, some other items may also be quote by the contractor. (As and when required): as per Annxure "B"

Lowest -1 (L-1) will be decided on the basis of average rates as under.

- 1. Rates for mess rate , Annexure `A' 60% ( average rates of 4 items )
- 2. Rates for Annexure "B" 40% (Average rates of 10 items)

Annexure -B

S. No	Menu	Minimum Rate Rs.	Rates Quoted by the Tenderer
01	Tea / Coffee	Rs.10/-	
02	Normal Lunch / Dinner Mix Vegetable — Seasonal Sabzi(200 grams) Daal Fri / Rajma/Chhole (200 grams) , Plain Rice (200 grams) 4 Chapati Salad & Pickle	Rs.30/-	
03	( 2 Paranta, Curd, Pickle, snacks, Tea/Coffee	Rs.30/-	
04	<ul> <li>Veg. Thali (Special)</li> <li>Vegetable — Paneer, Sabzi(200 grams)</li> <li>Daal Fri / Rajma/Chhole (200 grams) ,</li> <li>Jeera Rice/Pulao (200 grams)</li> <li>Raita/Curd(100 grams),</li> <li>4 Chapati / Parantha Salad, Pappad &amp; Pickle</li> </ul>	Rs.40/-	
05	<ul> <li>Non- Veg. Thali (Special)</li> <li>Three pieces of Chicken/Mutton/Egg Curry with gravy</li> <li>Pullav/Jeera Rice(250 grams)</li> <li>Chapatti/Tandoori, Roti/Nan/Puri (6 No.)</li> <li>Salad</li> <li>Pappad Mineral Water</li> </ul>	Rs.50/-	
06	<ul> <li>Vegetarian Lunch/Dinner (Buffet) (Unlimited)</li> <li>Two Vegetables (One Seasonal Vegetable(200 grams)</li> <li>One Shahi (Paneer/Malai Kofta/ Mushroom/Paneer Mutter(200 grams) etc.)</li> <li>Daal Fri (200 grams)</li> <li>Pullav/Jeera Rice(200 grams)</li> <li>Chapatti/Tandoori, Roti/Nan/Puri (4 No.)</li> <li>Salad</li> <li>Pappad</li> <li>Pickle</li> <li>Raita/Plain Curd/ Dahi Bhalla(100 grams)</li> <li>Sweet dish Mineral Water</li> </ul>	Rs.100/-	
07	Snacks Pakora (Paneer/Gobhi/Vegetable (100 grams) etc.) Wafers (uncle chips, lays etc.) Tea/ Coffee Assorted Biscuits	Rs.40/-	
08	<ul> <li>Assorted Biscuits</li> <li>Special Snack</li> <li>Pastry / Cake</li> <li>Pakora (Paneer/Gobhi/Vegetable (100 grams) etc.)</li> <li>Wafers (uncle chips, lays etc.)</li> <li>Tea/ Coffee</li> <li>Assorted Biscuits</li> </ul>	Rs.50/-	
09	High Tea2 piece Gulab Jamun/Rasgulla/2 Kaju BurfiPakora (Paneer/Gobhi/Vegetable (100 grams) etc.)Pastry (Blackforest/Chocolate/Vanilla/Strawberry)Kandvi/DhoklaWafers (Branded item like uncle chips, lays etc.)150ml water cup, Tea/ CoffeeAssorted Biscuits	Rs.100/-	
10	<ul> <li>Special High Tea</li> <li>Special high tea for special occasion like (Convocation / Orientatin / Spectrum)</li> <li>Pastry (Blackforest/Chocolate/Vanilla/Strawberry), Roasted Kaju (50 grams), 2 piece Gulab Jamun/Rasgulla/2 Kaju Burfi, Paneer Pakora, cookie, Sandwich, Juice, Wafers, Water (150ml) cup, Tea/Coffee</li> </ul>	Rs.120/-	