

**Tender Document Fee ₹590/-**

## नेशनल इंस्टिट्यूट ऑफ फैशन टैक्नोलॉजी, कन्नूर

## NATIONAL INSTITUTE OF FASHION TECHNOLOGY

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

# TENDER FOR RUNNING HOSTEL MESS SERVICE

## AT NIFT KANNUR

NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin - 670 562 An ISO 9001: 2008 certified Institution

No: 12169(7)/NIFT/KNR/ADMN/Cafeteria Service/2018 DATED: 07.05.2018

Time schedule for tender process:		
Sale of tender document commences from	21.05.2018 (10.00 hours)	
Pre-bid Meeting	29.05.2018 (11.30 hours)	
Last date of receipt of duly filled in tenders	11.06.2018 (17.00 hours)	
Receipt of hard copy (filed online) along with documents	12.06.2018 (12.00 hours)	
Date and time of the opening tenders (Technical bid).	12.06.2018 (14.00 hours)	
Date and time of opening Price Bids	will be notified to the technically qualified tenderers	
<b>Proposed Date to Commence the Operations</b>	27 <sup>th</sup> July 2018	

Note: This tender document contains 27 pages and bidders are requested to sign on all the pages. The duly filled in bid should be sealed by the bidders and super scribed as "Tender for running Cafeteria Services".

Web ID: <a href="http://www.nift.ac.in/kannur/tenders">http://www.nift.ac.in/kannur/tenders</a>



#### **INDEX**

S No.	Particulars						
1.	Introduction	2					
2.	Notice Inviting Tender	3					
3.	Submission of Bid through e-portal	5					
4.	Instruction to tenderers	7					
5	Eligibility Criteria	9					
6	General Terms And Conditions	10					
7	Legal Terms And Conditions	15					
8	Penalty	17					
9	Arbitration, Jurisdiction, Waiver	18					
10	List of Options Annexure - I	19					
11	Technical Bid Annexure -II	21					
12	Undertaking from the Bidder – Annexure – III						
13	Declaration - Annexure – IV	24					
14	Check List – Annexure - V	25					
15	Financial Bid – Annexure - VI	26					

#### 1. <u>INTRODUCTION:</u>

- 1.1 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.
- 1.2 NIFT, Kannur Centre was established in the year 2008 with undergraduate and post graduate programmes. NIFT, Kannur invites online tender from reputed Person/contractor / firm / Agency for "TENDER FOR RUNNING HOSTEL MESS SERVICE AT NIFT KANNUR" having experience in running of Girls Hostel.

#### 2. NOTICE INVITING TENDER:

- 2.1 NIFT Kannur invites e-Tenders under two bid systems for "TENDER FOR RUNNING HOSTEL MESS SERVICE AT NIFT KANNUR" installed at NIFT Kannur Campus from the registered Person/ contractor / firm / Agency firm, who have carried out the similar type of work.
- 2.2 NIFT, Kannur Centre was having around 700 students on its rolls during the academic year 2018-19 beginning July 2018. Girls the above around 450 were Girls hostellers in the odd semester & around 350 during even semesters (average 400 students in a year).
- 2.3 Students will have Mid Term holidays for during October November, Semester break in December January and end term holidays in end of May to End of July every year.
- 2.4 NIFT Girls Hostel is having two Dining halls, one inside Girls hostel along with kitchen attached with equipment's. Another is around 500 meters away in the hostel across the road from the main gate. The successful contractor must serve all the three meals without fail in both dining halls.
- 2.5 Normally around 300 students will have food in the Girls hostel dining hall inside the main campus and around 100 students will have at hostel outside the main campus.
- 2.6 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 all duly signed on the <a href="https://nifttenders.eproc.in">https://nifttenders.eproc.in</a> from 21.05.2018 to 11.06.2018 up to 17.00 hours. A tender document is also available for viewing on the "tenders" link of the NIFT website i.e. <a href="https://nift.ac.in/kannur/tenders">https://nift.ac.in/kannur/tenders</a> No other mode of application will be accepted.

For applying online, the Firm should get itself registered at https://nifttenders.eproc.in by paying

- Registration Charges of Rs 2000/- + Rs 360/- (inclusive of GST) = Rs 2360/- (Rupees Two Thousand Three Hundred and sixty Only non-refundable).
- Bid Processing Fee charges of **Rs 5000/-** + **Rs 900/-** (inclusive of GST) = **Rs 5900/-** (Rupees Five thousand nine hundred only non-refundable) through online payments only.
- 2.7 The Agency / Contractor / Firm should ensure that it complies with the requirements as per works before applying for tender. The firms after submitting the tender online should submit a hard copy of the same with all relevant supporting documents by

- **12.06.2018:12.00 hours**. Non-submission of hardcopy as directed will lead to rejection of the tender application.
- 2.8 The sealed hard copy of the tender shall be submitted in one big envelope superscripting "TENDER FOR RUNNING HOSTEL MESS SERVICE at NIFT KANNUR" containing two separately sealed small envelopes, one for "Technical Bid" and another for "Financial Bid" superscripting as such and addressed to The Director, National Institute Of Fashion Technology, NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin-670562. The hard copies of sealed tender's documents can also be handed over in the office on or before 11.06.2018: 12.00 hrs
- 2.9 The technical bid envelope must contain the technical bid in prescribed Performa as per Annexure II along with a demand draft of Rs 590/- (Rupees Five hundred and ninety only) towards cost of tender (non-refundable) and Earnest Money Deposit (refundable but non-interest bearing) of Rs 3,60,000/- (Rupees Three lacs sixty thousand only) favouring National Institute Of Fashion Technology Kannur and payable at Kannur with all relevant documents in support of eligibility and experience criteria. The financial bid envelope must contain only the financial bid. The financial bid shall include all the charges including all taxes etc., (percentage of tax needs to be specify) to complete the work in all respect. NIFT will not accept any claim other than mentioned in financial bid.
- 2.10 The technical bid will be opened at NIFT, Kannur, and Administrative office on **11.06.2018:14.00 hours**, in the presence of the bidders/ their authorized representatives who wish to be present. The Financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.
- 2.11 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.

- 2.12 **Correspondence Address**: The Director, National Institute of Fashion Technology, NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin-670562.
- 2.13 In case of any clarification required relating to this tender, the same can be sought from the following officers of NIFT:
  - a. Sh. G. Ramesh Babu, Joint Director, 0497-2784782, jointdirector.kannur@nift.ac.in
  - b. Sh. Nagaraj T.R, Assistant Director, 0497-2780434, ad.kannur@nift.ac.in

#### For online procedure:

For More enquiries / For Helpdesk officers :- Mr.Sandeep Bhandari,

E-mail: sandeep.bhandari@c1india.com

Phone No.:- 0124-4302033 &36

- **Cost of Tender form: Rs 590/- (Rs 500/- + 18% GST 90/-) (Non-refundable)**
- > Earnest Money Deposit : Rs 3,60,000/-
- > Commencing date of Tender: 21.05.2018
- Last date of Submission: 11.06.018: 17.00 hours

(hard copy should receive before 12.06.2018: 12.00 hours

- ➤ Date of opening of Tender (Technical Bid): 12.06.2018 at 14.00 hour
- Financial bid: will be notified to the technically qualified tenderers,
- > after evaluation of Technical Bid.
- ➤ Bid validity upto: 120 days from the date of opening of financial bid

#### 3. SUBMISSION OF BIDS THROUGH E-PORTAL

#### 3.1 TECHNICAL BID

The technical bid envelope must contain the technical bid in prescribed Performa along with:

- i. Cost of Tender document (Demand Draft for Rs.590/-)
- ii. Earnest Money Deposit (Demand Draft for Rs.3,60,000/-)
- iii. Original Tender Document (except Financial Bid) Duly signed & Stamped on all pages of tender documents as acceptance of tender conditions along with Technical Bid form with all relevant documents with self-attestation to be enclosed
- iv. Technical Bid documents Annexure –I to IV
- v. Checklist for submission of bid in the format attached as **Annexure-V**

- R NIFE
- vi. Copy of Audited Balance Sheets and Profit & Loss Statements for last three years (2014-2015, 2015-2016, 2016-2017 (certified provisional).
- vii. Evidence of successful completion of at least 3 (three) projects
- viii. Letters of reference from the previous organizations with regard to work done with complete contact details of concerned officials in those projects with telephone numbers, address, email, etc. along with scope of work.
- ix. Copy of partnership deed for partnership firm or Memorandum of understanding (MOU) and Article of Association (AOA)/certification of Registration of companies/ Society/ firm including Certificate or Incorporation for change in name, if any, for limited/private limited company.
- x. PAN Number in Agency's letter head and Copy of income tax return filed by agency during last 3 financial years indicating PAN number.
- xi. Copy of PF A/c No. and ESI No. In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract, then the Agency shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfill the obligation of PF & ESI at no extra cost to NIFT.
- xii. Any other detail/ confirmation asked in specifications.
- xiii. Sealed envelope with superscription "TENDER FOR RUNNING HOSTEL MESS SERVICE at NIFT KANNUR" TECHNICAL BID"

#### 3.2 FINANCIAL BID

#### This **ENVELOPE** must contain:

- i. Financial Bid Should be submitted with prices quoted for all the items and the price mentioned in figures as well as word in the stipulated format in **Annexure VII** without any condition.
- ii. The financial bid shall include all the charges (with Break up) including all taxes etc., to complete the work in all respect. NIFT will not accept any claim other than mentioned in financial bid.
- iii. No overwriting or use of correction fluid shall be accepted. Any corrections shall be legible and signed by the authorized signatory.
- iv. Sealed envelope with superscription "TENDER FOR RUNNING HOSTEL MESS SERVICE at NIFT KANNUR" FINANCIAL BID".
- v. Put TECHNICAL BID ENVELOPE and FINANCIAL BID ENVOLOPE in separate sealed covers and put both the sealed cover in one cover addressed to THE DIRECTOR, NIFT Campus, Dharmasala, Mangattuparamba, Kannur,

Kerala Pin - 670562, with superscription on the cover as "TENDER FOR RUNNING HOSTEL MESS SERVICE at NIFT KANNUR" It should reach office of NIFT Campus, Kannur on or before 12.06.2018:14.00 hours

#### 4. <u>INSTRUCTIONS TO TENDERERS:</u>

The tenderers are requested to follow the below mentioned instructions:

- i. Offers on online bid will only be considered you are requested to forward copy of the tender submitted online (if any difference in hard copy to online submission found, only online bid(s) is (are) considered). Offers submitted by fax or in any manner other than specified above shall not be considered.
- ii. The bids shall exactly be according to the prescribed formats. Modifications/ Rewording of formats shall not be acceptable.
- iii. All documentations are required to be in English
- iv. Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender.
- v. Failure to comply with these conditions will result in forfeiting of the tender. Please cross out any mistakes and rewrite the same and counter sign.
- vi. Incomplete tenders, amendments and additions to tender after opening and tenders submitted after due date shall liable to be ignored.
- vii. Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration/presentation etc. shall be borne by the bidder.
- viii. The successful tenderer shall execute an agreement in stamp paper of value of Rs.200/-(Rupees Two Hundred only) for the due fulfilment of the contract, within a week (7 days) from the date of receipt of letter of acceptance
- ix. No tenderer shall be allowed to withdraw the tender rates after opening of the tender. If any tenderer withdraws the rates the EMD amount deposited by him shall be forfeited and he shall be disqualified from participating in any future tender of the Institute.
- x. No interest shall be paid on the EMD and the EMD shall be forfeited in case the selected/successful bidder does not accept the W.O. or unable to supply goods.
- xi. The expenses incidental to the execution of agreement shall be borne by the successful tenderer. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of NIFT Kannur to recover any consequential loss from the successful tenderer.
- xii. The successful tenderer shall, before signing the agreement and within the period

specified in the letter of acceptance of his tender, deposit a sum equivalent to 10% of the estimated annual income for 400 students as security deposit the value of the contract as security deposit by way of demand draft/bankers cheque drawn on any nationalized bank and payable to, NIFT Kannur. If the accepted tenderer fails to remit the security deposit within the above said period, the earnest money deposit remitted by him shall be forfeited by NIFT Kannur and his tender will be held void.

- xiii. In case of successful tenderer, EMD if paid may be adjusted towards security deposit payable. If the tenderer fails to act upon the tender conditions or backs out after the acceptance of the work order the security deposit will also be forfeited.
- xiv. Rates should be offered unconditionally and if rates are submitted with any condition the tender shall be rejected.
- xv. Tenderer shall have to quote item wise rates, consolidated rates shall not be considered and tender shall be liable to be rejected out rightly.
- xvi. NIFT, Kannur accepts no responsibility for any loss/ delay/ non-receipt of offers not submitted in time. Offers received late/ incomplete will be summarily rejected.
- xvii. The financial bids of only those Tenderers recommended by Tender Committee will be opened at a later date after evaluation of the technical bids. The date & time of opening the financial bid will be intimated to the Tenderers in advance through email/telephone/SMS.
- xviii. During the opening of the two-bid Tender the name of Tenderers who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information/details whatsoever, will be shared at this stage.
- xix. The offer of the Tenderer shall be valid for **120 days** from the last date of submission of Tender/revised offer (if any).
- xx. In deciding upon the selection of contractors for the work, great emphasis will be put on the ability and competence of contractors to provide high quality services according to the time schedule and in close co-ordination with other agencies.
- xxi. The Institute reserves the right to modify the conditions of the tender, at any time, without assigning any reasons for the same.
- xxii. NIFT, Kannur reserves the right to accept/ reject any Tender in part or full, without assigning any reason whatsoever.
- xxiii. The contract period will be initially for a period of one year and may be extended for further period of two years on yearly basis subject to satisfactory performance and on mutually agreed terms and conditions.
- xxiv. If the last date of receiving/ opening of the Tenders coincide with a holiday, then the next working day shall be the receiving/ opening date.

- xxv. The EMD of un-successful bidder will be refunded / returned within a month on completion of the process.
- xxvi. Charges for the break-fast, lunch, dinner etc., provided on occasions as per the orders of NIFT shall be paid on submission of bills.
- xxvii. Similarly, as and when faculty/staff/visiting faculty avail Mess/mess services, such charges should be collected by the tenderer directly and the institute shall not be responsible for the same.
- xxviii. NIFT shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionery benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation / provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the tenderer.
  - xxix. Payment of Income Tax, Service Tax, GST etc., is the sole responsibility of the contractor. However, the contractor shall furnish copy of tax returns whenever so required by the NIFT Management.

#### 5. ELIGIBILITY CRITERIA

- i. The Tenderer should have minimum 03 years of experience in running Hostel mess service institutional catering activity executing similar kind of services in Central/State Govt. Department/ PSUs/ reputed educational institutions of higher education / reputed industrial house for providing Foods.
- ii. The Tenderer should be currently in catering business / running Mess contract for Hostellers / restaurant business, catering to more than 400 persons at a time of lunch/ dinner, in a reputed organization / corporate House / educational institution of higher learning etc.,
- iii. The Tenderer should present performance certificate or recommendation from at least three reputed organizations/educational institutions where they have been providing similar services since last three years.
- iv. The tenderer should give full details in the enclosed Annexure I to V
- v. The Tenderer should give full details of all establishment/ Mess where the bidder has Mess contract for the visit of Mess committee members.
- vi. The Tenderer should have necessary registration of the Government under the Shops and Establishment Acts.
- vii. The Tenderer should submit Self-attested copy of last three years Income Tax Returns.
- viii. The Tenderer should possess statutory requirement such as labour license, Municipal Food License (FDA), PF, ESIC, Sales Tax, Service Tax, Shop and Establishment Registration Certificate and PAN card and GST for their existing businesses.

## ix. Tender shall be accompanied by the relevant documents including the following:-

- a. A client list for the supplied of similar products by the bidder for the last 3 years needs to provided
- b. Tenderer's sales turnover should not be less than Rs 200.00 Lacs (Rupees Two hundred Lacs) per annum (Each in the past three years). The tenderer should submit copies of supporting records to prove the condition
- c. Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited.
- d. "SIMILAR WORK" means "TENDER FOR RUNNING HOSTEL MESS SERVICE" as required in tender.
- e. Copy of PAN of the company/ firm.
- f. Authorization letter of the company if one wishes to authorize some other company.
- g. They should be registered for VAT/ GST and Income Tax and should enclose copies of relevant certificates. Tenderer will have to produce all these original documents at any time demanded by the Institute.
- h. In case of L-1 becomes more than one, then the past performance and annual turnover, will be the criteria for selection and it would be at the sole discretion of the NIFT Kannur Authority in selecting the Mess Service Provider.

#### 6. GENERAL TERMS AND CONDITIONS.

- 1. Any conditional offers made by the tenderer or any alternations/ corrections, made in the tender form shall not be considered. Similarly incomplete and unsigned tender documents are liable to be rejected.
- 2. NIFT reserves the right to accept or reject any tender without assigning any reason thereof
- 3. The tender submitted by the tenderer will remain valid up to **120 days** from the date of opening of tender.
- 4. 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 firm.
- (iii) Director or Principal Officer duly authorized by the Board of Directors of the Company.

- 5. 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.
- 6. The Mess shall remain open from 7.45 A.M. 10.00 P.M. on all week days including Public Holidays and vacation period, however, in case of special circumstances, Mess will be required to be opened beyond these specified hours also.
- 7. The tenderer shall ensure that their employees wear a uniform with proper identification card and do not loiter around in the campus. In case of any loss to NIFT caused by the employees of the tenderer, he will be penalized at the discretion of NIFT.
- 8. The tenderer shall ensure high standard of cleanliness, hygiene and sanitation in the kitchen and Mess. 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 Mess. The Housekeeping inside the Mess and service areas shall be sole responsibility of the tenderer.
- 9. The tenderer should prepare: veg & non veg foods in separate container/ vessels/ utensils and serve separately as per Mess committee recommendation.
- 10. The tenderer shall ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
- 11. 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.
- 12. The raw material used for cooking can be checked by NIFT officials / Mess Committee at any time and if substandard/unauthorized material is found, the tenderer shall be penalized or contract cancelled at the discretion of NIFT and tenderer shall have to abide by it.
- 13. NIFT reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason thereof, and is not bound to accept the lowest bid since due weightage shall be given to several factors besides the commercial bid being three stages tender process.
- 14. The workmen/women employed by the tenderer shall be directly supervised and controlled by the contractor/tenderer and shall have no relation whatsoever with National Institute of Fashion Technology. NIFT shall have no responsibility to control or supervise the work of such workmen. 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 thrice a day, including the store-room
- b. Soaking the vessels in hot water at the end of the day,
- c. Crockery to be washed with hot water using detergents,
- d. Thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week,
- e. Periodic spraying of insecticides
- f. Cleaning the dining tables with detergent and water after each service.
- g. Thorough cleaning of washbasins with detergent frequently.
- 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 beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
- 17. Tenderer shall not sell any cigarette, beedi, pan, alcohol etc. in the Mess and in the NIFT premises, 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 lose 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
- 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 Mess Committee should be invariably followed. The committee members/ management 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. Contractor must ensure the removal of Mess garbage from the Mess premises. However, the garbage before disposing off may be checked by security personnel.
- 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 also make arrangements to serve snacks / tea / coffee / cold drinks etc. in the official meetings and conferences as per the approved rates.

- 22. The contractor will be required to display the daily menu and the rate list of all the food articles (as per quoted list), soft drinks, tea, coffee and juices, etc. to be sold in the Mess
- 23. 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.
- 24. The Tenderer shall not keep the Mess 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.
- 25. The Tenderer shall bring their own tools, machineries and equipments required for cooking for which not provided by the institute.
- 26. The tenderer shall not be allowed to prepare food in the institute's premises for persons other than student/ staff/ official guests of the Institute.
- 27. The tenderer will have to provide food as per details given at Annexure I.
- 28. If any information given by the tenderer proved to be wrong during the course of the finalizing the tender or after finalization of tender, the tenderer shall be liable for forfeiture of EMD.
- 29. The tenderer may visit the campus and the Mess premise to see the infrastructure before bidding. NIFT will provide space for kitchen, Dining Area, Kitchen equipment's, chairs, tables, lights, fan and water coolers for which the tenderer shall have to pay **Rs 4.20 lakhs** as annual facility charges for ten months in four instalments (quarterly basis).
- 30. Actual consumption of the electricity will be paid for by the Tenderer on monthly basis on actual, HT rate applicable from KSEB based on the meter reading, besides the fixed charges levied by the Electricity Board, separate water charges will be charged by the institution based on the charges levied by Kerala Water Authority. The tenderer will have to bear the bill of the cooking gas also.
- 31. Proper lighting shall be provided in the Dining hall / Kitchen etc., by the contractor at all times required. Necessary number of emergency lights with standby power supply shall be provided by the contractor, during power failure at their own cost.
- 32. The NIFT authorities would constitute a Mess Committee. The tenderer will have to follow instructions of the committee related to Menu, meal frequency service & Mess timings to suit student community requirements.
- 33. In case of student sickness, hospitalization etc. the tenderer shall supply the food in Tiffin at student's residence/ hostel/ hospital as per the recommendations within Kannur without any extra charge provided that student is full time inmate of the hostel.
- 34. Students have a right to put off the mess for a maximum period of eight days or less (or as decided by the Mess Committee) in a month with prior information to mess contractor.

- 35. The tenderer shall have to make own arrangements for the accommodation of its Mess staff outside the premise of NIFT Kannur. The Mess staff shall leave the campus latest by 11.00 pm and shall be granted permission to enter the campus not earlier than 05.00 am. However, special timings will be permitted with prior approval of the Competent Authority of NIFT.
- 36. Housekeeping and routine maintenance of Mess and premises shall be the responsibilities of the tenderer.
- 37. The disposal of solid waste and garbage shall be sole responsibilities of the tenderer as per norms laid down by the concerned government authority.
- 38. The catering services should capture innovative variety and balanced nutrition both for vegetarians and non-vegetarians.
- 39. Requirement of Catering services include:
  - a. Break-fast, Lunch and Dinner for all hostel inmates.
  - b. Service to faculty / staff / guest on request.
- 40. NIFT shall neither provide any consumable/ non-consumable items including raw materials at the Mess for the purpose of catering, nor shall provide any utensils. However NIFT shall provide 10 empty 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 expiry/ termination of the contract, the tenderer shall return to NIFT the gas cylinders, burners, etc.
- 41. The tenderer shall install his electronic fly-kill/ insect repellent equipment/ emergency lighting/ gas and fuel supply at his cost.
- 42. The quality and quantity of food will be inspected item wise by Mess committee/ NIFT authorized officials will frequently visit and the tenderer shall not deny access to such inspections.
- 43. The tenderer shall maintain the equipments, furniture & fixtures provided by the NIFT in good working condition and would be responsible for any damage caused. He will carry out the repairs works without any delay to avoid any interruption in services and cost of repairs shall be borne fully by the tenderer. On expiry/termination of agreement, tenderer will hand over all such equipments / articles in good working condition back to NIFT.
- 44. The Contractor should have maximum possible lady workman as the Mess kitchen is attached to Girls Hostel. Any complaints from the wards or warden against the workmen will be viewed seriously which may led to termination of contract.
- 45. NIFT reserves the right to call upon the tenderer to remove any person working in the NIFT Mess, 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 Mess. NIFT reserves the rights to disallow the person not having the identity card.
- 46. On award of the contract, the successful tenderer will have to file full details of the staff / crew / labour employed by him with NIFT administration along with copies of documents to prove their identity.

- 47. The Contractor will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.
- 48. It shall be the sole responsibility of the contractor to ensure that all rules and procedures as per law with regard to the payment of minimum wages or other allowances payable to its employees are effected.
- 49. The Contractor shall produce proof of payment of minimum wages and other payments/ remittance under the law in respect of all the employees.
- 50. In case of interpretation, modification and any alteration with respect to terms & conditions the Mess committee, contractor and Director will be final and binding to both the parties.
- 51. If wastage of any resource is found, appropriate penalty will be imposed by NIFT.
- 52. The Tenderer's crew shall not be allowed to use any service area situated outside the Mess complex.
- 53. Washing clothes, vehicles etc. are not allowed in the NIFT campus.
- 54. 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.

#### 7. LEGAL TERMS AND CONDITIONS:

- 1. The Tenderer will not transfer or assign the license or any part of this to any other parts of individual, 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.
- 2. The Tenderer and his staff shall abide by various rules and regulations of NIFT as prevalent from time to time.
- 3. The Tenderer shall comply with all existing labour legislations and Acts provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, GST etc. For any lapse or breach on the part of the Tenderer in respect of noncompliance of any Labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the NIFT, in case the Institute is held liable for the lapse if any, in this regard.
- 4. Child labour is banned, any violation will invite legal proceedings.
- 5. The Tenderer shall maintain attendance and wage registers for all workers engaged under the contract at NIFT and shall also take out Workmen's' Compensation Insurance Policy. The payment of wages to workers must be made by the Tenderer in time and produce the document on demand.
- 6. 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.

- 7. 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.
- 8. 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, 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 contractor to carry out the task at the risk and cost of the existing contractor besides appropriating the security deposit and or any amounts due to the contractor. For violation of any terms and conditions of the tender, security deposit will be forfeited. If the contractor fails to provide food as per the tender condition, NIFT will make alternate food arrangement for the students from any other source. If NIFT requires making the payment at the higher rate the difference amount will be recovered from the contractor either from the pending bills or from the security deposit.
- 9. If Mess committee is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/ her employees, the contractor will be served with 24-hour notice to improve or rectify the defect[s], failing which NIFT will be at liberty to take an appropriate action as deemed fit.
- 10. 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.
- 11. The arrangement shall be valid initially for a period of one year from the date of award of the contract. The contract could be renewed on yearly basis (not more than two renewals) subject to mutually agreeable terms and conditions.
- 12. The Mess contractor will provide food as per details given in Annexure I during all days (including holidays). It will be the responsibility of the contractor to collect the food charges from the students. NIFT will in no way be responsible or intervene in any case of non-payment of the price of food by the students. No complaints from the contractor will be entertained in this respect. The contractor may have weekly / fortnightly / monthly collection system. However, the system shall be informed to the students at the beginning of the academic session and such system shall continue to be in force throughout the academic year.
- 13. Food will have to be provided to these students who stay back in hostel during the mid-term holidays / semester holidays / end term holidays.
- 14. The rate quoted will also apply for serving food during programs conducted inside the campus.

- 15. If any sort of food poisoning, either minor or major, is reported for any of the Mess food, the complete responsibility shall be with the contactor. The contactor shall take immediate steps for the medical aid for the diners, fully at their own cost. In any such a case, Mess contract can be terminated with the recommendation of the Mess Committee and management by forfeiting the security deposit.
- 16. All the workers engaged by the tenderer for carrying out tasks under this contract shall be deemed to be the employee of the tenderer only. The tenderer shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its workers uniform, photo-identity cards, which shall be checked by the NIFT, as and when necessary.
- 17. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

#### 8. PENALTY:

- 1. The Institute reserves the right to impose a penalty on the contractor for any serious lapses in maintaining the quality by the contractor or his staff or for any adulteration etc.,
- 2. The tenderer will have to follow instructions of the Mess committee related to Menu, meal frequency service & Mess timings to suit student community requirements. Any change without prior permission from the competent authority may lead to breach of contract and in such a case NIFT reserves the right to impose penalty or may also lead to cancellation of the contract.
- 3. All the eatables served by the Contractor should be wholesome and clean and having quality as per the approved standard by the Government. Only fresh vegetables on daily basis are to be procured from the approved vegetable vendors selling vegetables from bio-farms or farms using permitted pesticides and insecticides of Central/State Government. In case of any violations observed at any time, contract will be terminated or suitable penalty shall be imposed by the authority.
- 4. Only best/ branded quality store provisions shall be used for preparing food. No adulterated items, curry powders, oils, vegetables shall be used. Samples shall be tested as and when required for the food items in Govt. approved labs and results shall be submitted to the hostel authorities. Re-use of oil is strictly prohibited. In case of any violations observed at any time, contract will be terminated or suitable penalty shall be imposed by the authority
- 5. Mess Committee may check the raw material used for cooking at any time and if any sub-standard material is found, it will be treated as breach of contract and the NIFT Kannur may review the contract. And decision of NIFT authority shall be final and binding
- 6. Mess or Management committee will submit the report on monthly basis. In case of any adverse report submitted by the committee or management, suitable action will be initiated which includes penalty on the contractor.

#### 9. ARBITRATON:

Interpretation of any of the tender condition will be made by the Director, NIFT, Kannur and in case of any dispute between the institute and the tenderer, the decision of the Director will be binding on the tenderer.

#### 10. 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 terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the Kannur Centre of the Institute is functioning 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.

#### 11. WAIVER:

I/we

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 there of shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NIFT and notwithstanding such failure or delay, NIFT shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

\_ (Name of Tenderer) Proprietor / Partner / Director hereby undertake

to comply with all the terms and conditions and conditions stated in the tender documents information forwarded above and elsewhere	nent. I/we hereby undertake that the e in the tender is true and the tender is
liable to rejection, if the same is found to be suppressed by me.	e false or the information is found to be
	Signature:
	Name:
	Designation & Stamp of the partner

ANNEXURE – I

#### LIST OF OPTIONS

#### **A) Morning Breakfast – 07.30 to 08.45 AM:**

- (1) All should be made available
  - (a) Tea/Coffee/Milk /Juice (without sugar on demand)
- (2) Any one out of following items
  - (a) Corn flake/ Dahlia/ Boiled Gram (On demand)
  - (b) Boiled Egg, Omlet, Bhurji, Egg items (on demand)
- (3) Any one out of the following items
  - (a) Idli Vada sambar chutney
  - (b) Puttu- Kadala Curry
  - (c) Cherupayar curry- Banana Small
  - (d) Puri-Subjii
  - (e) Chole Bhature
  - (f) Upma Banana small- pappadam/ pickle
  - (g) Sevian upma (vermicelli upma)-Small Banana
  - (h) Batata Pauva-lemon-cucumber
  - (i) seva Poha(avil) Small Banana
  - (j) Uttappam Chutney/ Stew curry
  - (k) Idi appam Chutney/ Stew curry/ Bajji curry/ Kadala Curry
  - (1) Vellappam Chutney/ Stew curry / Bajji curry/ Kadala Curry
  - (m) Dhosa sambar & chutney
  - (n) Masala Dhosa sambar & chutney
  - (o) Ghee Roast sambar & chutney
  - (p) Plain Doas sambar & chutney
  - (q) Lemon Rice- Pickle
  - (r) Tomato Bath-Chutney
  - (s) Veg Pulao-raita
  - (t) Bisibele bath Chow chow mixture
  - (u) Aloo paratha/ Aloopalak Paratha chuthey/ curd
  - (v) Atta Parotta Kadala curry/ Tomato curry/ Kuruma
  - (w) Ragda Pettish
  - (x) Bread butter or Jam,/ Sandwich / butter toast (as a options breakfast for unhealthy person)



#### B) Lunch: 12.00 Noon to 01.00 PM and Dinner: 07.30. PM to 09.00 PM

- (a) Green Vegetables (as per season)/ Kuttu kari
- (b) Gram Vegetables (Kathod)/ Aviyal
- (c) Plane Rice/ Jira Rice/ Fried Rice/ Pulay/ Kerala Rice
- (d) Punjabi or Gujarati Kadi/ Punjabi or Gujarati Dal/ Dalmakhani/ Panchratna Dal (Mixture of five types Dals)/ Sambar
- (e) Dahi/ Butter Milk/ Bundi Raita/ Vegetables Raita/ Rasam
- (f) Chapati/ Butter Roti/ Nan/ Tanduri Roti/ Paratha/ Stuffed Paratha/Puri
- (g) Salad/ Pickles/ Papad/
- 1. Non-Vegetable (Halal Chicken items such as chicken masala, chicken bhurji, butter chicken, tandoori chicken etc.,) to be served at least 100 gms once in a week in lunch on Sunday.
- 2. Since Fish is a common food of Kerala, Fish curry or fish products needs to be served 100 gms twice in a week
- 3. Sweet dish to be served once in a week during lunch on Sunday.
- 4. Seasonal fruits of 100 gms to be served twice a week during lunch.

## C) Tea Break Snacks 11.00 AM to 11.30 AM and 4.00 PM to 4.30 PM (Based on the Mess committee recommendation) (Only for Mess peoples on payment basis)

Biscuits/ Samosa/ Kachori/ cutlets/ Udu Vada/ Dal vada/ Pazham Pori (Banana Fry)/ Alu Bhajiya (fry)/ Veg Bhajiya (fry) / ulli (Pyaj) vada/ Bread Pakoda/ Dahi Vada/ Bataka Vada

All above food items (from morning breakfast to dinner) are to be served unlimited except the special dishes like chicken, fish, sweet or other sizable items.

All the food will be served only for the Hostel Students



#### ANNEXURE - II

#### Part – A TECHNICAL BID

#### **GENERAL INFORMATION**

(To be filled in by the bidder for the Technical Bid)

S No.	Particulars			Details	3
1	Name /Com	of the Firm pany			
2	Complete Office Address:				
3	Comp	pany website, If any			
4	Type	of Organization	Individual/Pa	artnership/Pvt. L	td/ NGO/SHG/others
5	Year of establishment				
6	6 Details of Cost of Tender Form		Purchased/ downloaded from web site and duly signed  DD amount Rs dt: Name of the Bank		
7	Deta	ils of EMD Deposited	DD amount Rs dt: Name of the Bank		
8	Name and address of the authorised signatory / Contact person for this tender				
	Tota	l staff strength of the co	mpany on its p	oayroll	
	S No.	Category of staff	Nos.	Male / Female	Native Place
9	1	Supervisor			
	2	Cooks			
	3	Helpers			
	4 Others				



	Deta	Details of supporting documents enclosed with self-attested							
	S. No.	Registration Under	Registration No.	Valid up to	Proof enclosed in Page No:				
	1	Firm / Company Registration (delete whichever is not applicable)							
	2	Shops & Establishment Act							
	3	PAN							
	4	Provident Fund							
10	5	ESI							
10	6	GST							
	7	VAT							
	8	Others							
	9	Annual Turn over							
		2014-2015							
		2015-2016							
		2016-2017 <b>Provisional/Audited</b>							
		Running Mess Licence							

(Self-attested copy as proof of the above must be attached to qualify and compulsorily, Original papers should be provided for verification purpose).

	Signature of the Tenderer
Date:	Name:
	Designation:
Place:	-
	Office Seal:

Page 22 of 27 (Signature & Seal of the Tenderer)

Note: 1) Please read Tender carefully and fill up the above information

2) Sealed Cover bearing Tender No. and Date

#### ANNEXURE - III

(Signature & Seal of the Tenderer)

#### UNDERTAKING FROM THE BIDDER

(In company letter head)

To

The Director

NIFT Campus, Dharmasala, Mangattuparamba,

Kannur, Kerala. Pin - 670 562

Dear Sir/ Madam,

I/ We the undersigned (hereinafter known as "The Contractor") hereby apply for grant of contract for running the NIFT Mess at NIFT, NIFT Campus, Kannur.

I/ We have gone through all the Terms and conditions and also the schedule of items as enlisted by you in your Notice Inviting Tender for the subject under reference.

I/ We, hereby confirm that we have understood all the Terms and Conditions and confirm my/ our commitment to abide by them. In case of any discrepancy/ dispute or wrong/incorrect nomenclature in the schedule, the decision of NIFT shall be final.

I/ We have experience of......years for running Mess satisfactory service in a Government Sector / PSU/ Educational Institutions/ Private Institutions at places/ offices at:

		Period of	f contract	No. of	Contract	
S No.	Client's Name, Address & Contact No.	address of present	From	То	persons availing catering facility	Value per Month in Rs. Lakhs
1						
2						
3						

	enclose herewith Exp				oy Principal/ Di	irector/
	enclosed herewith cered for a span of		rent contracto	or for having	supplied good	quality
Date:						
Place:	:					
		(1	Authorized Si	gnatory)		
		Name:				
		Designation:				
		Name and Agency:				

Page 23 of 27

#### Address of the Tenderer:

(Company Seal)



#### ANNEXURE – IV

#### **DECLARATION**

(In company letter head)

I/ We having our offic	ee at declare that
•	n blacklisted by any state Government/ Central Government or any State/
Central PSU.	
•	at the Firm/ Company is free from the encumbrance and there shall not be I case/ Court Case pending against us
Date:	
Place:	
	(Authorized Signatory)
	Name:
	Designation:
	Name and Agency:
	Address of the Tenderer:



#### CHECK LIST FOR SUBMISSION OF BID

Agency is requested to fill this check list and ensure that all details/documents have been furnished as called for in this tender duly filled in, signed & stamped Please tick ( $\sqrt{}$ ) the box and ensure compliance:

S. No:	Details	Yes	No	If Yes Page No(s).
	Cost of the Tender of Rs590/-			110(5).
	EMD value of Rs 3,60,000/-			
	Whether the completed details has been Submitted as			
	Undertaking & acceptance letter by the agency (on original stationery) (Annexure- A, B-1 B-2)			
	Copy of partnership deed for partnership firm or Memorandum of understanding (MOU) and Article or Association (AOA) including Certificate OR Incorporation for change in name, if any, for			
	limited/private limited company Submitted?			
	PAN Number in Agency's letterhead and Copy of income tax return filed by agency during last 3 financial years indicating PAN number. Submitted?			
	Copy of PF A/c No. and ESI No. In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract, then the			
	Agency shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfill the obligation of PF & ESI at no extra cost to NIFT. Submitted?			
	GSTIN Registration No.			
	Checklist for submission of bid in the format attached as (Annexure - C)			
	Copy of Audited Balance Sheets and Profit & Loss Statements for last three			
	Years 2015-16			
	2016-17			
	2017-18			
	Experience of relevant and similar work			
	Letters of reference from the previous organizations with regard to work done with complete contact details of concerned officials in			
	those projects with telephone numbers, address, email, etc. along with scope of work. Submitted?			
	Duly filled Financial bid place in separate cover (Annexure - D)			
	(Any other detail Specify)			

Date:-

Place:-Signature of authorized person of the firm/agency with stamp



#### Part B - FINANCIAL BID

(To be submitted in separate sealed cover)

- 1. Name & Address of the Tenderer/Contractor:
- 2. Rate (Price) per day per head shall be indicated as detailed below:
- A. Rate for food: (keeping in mind that 400 Girls students take food)

SNo	Particulars	Rate (Rs)	GST	Total	Rupees in words
1	Break-fast (unlimited)				
2	Lunch (unlimited)				
3	Dinner (unlimited)				
4	Total of (1+2+3)				

#### B. Snacks Rate per Piece

(Vada / Pazham pori / Samosa etc., as per the list given in C of page 21)

SNo.	Particulars	Rate Rs.	GST	Total	Rupees in words
1	Snacks per piece				



#### C. Coffee/ Tea/ Milk/ Juice Per Piece

SNo.	Particulars		Value (Rs.)			Rupees in words
			Rate	GST	Total	
1	Tea	60 ml				
		90 ml				
		120 ml				
2	Coffee	60 ml				
		90 ml				
		120 ml				
3	Milk	60 ml				
		90 ml				
		120 ml				
4	Fruit Juice	90 ml				
		120 ml				

#### Note:

- 1. Rates quoted shall be inclusive of all charges /taxes/ levies/ duties/ GST from the local bodies/ Central/ State Govt. Department as applicable. Conditional tenders will not be considered for evaluation.
- 2. Rates in figures and words need to be specified and corrections if any are to be countersigned. Variation found in figures and words least will be considered for tender purpose.
- 3. This agreed rates should be displayed in the Mess and Dining area with bold at prominent place.

Date:	
Place:	Signature of the Tenderer
	with Office Rubber Stamp