



National Institute of Fashion Technology, Srinagar, J&K
(Ministry of Textiles, Govt. of India)
NIFT CAMPUS, Rangreth, Srinagar – 191132
www.nift.ac.in/srinagar

Notice Inviting Tender

for

**Cafeteria Services at Ompora Campus,
NIFT Srinagar, Jammu & Kashmir.**

Tender Notice No: 16826/NIFT/Sgr/Estates/Cafeteria Services/2022/1596

Dated: 21-06-2022

(Time Schedule for Tender Process):

Date of Publication of Tender notification on official website / CPP Portal	21-06-2022
Download of Tender Document Commence from	21-06-2022
Last Date & Time for submission of e-Tender Document	12-07-2022 (05:00 pm)
Date and Time of the Opening of Technical Bids	14-07-2022 (01:00 pm)
Date and Time of the Opening of Financial Bids	Shall be informed separately to the eligible bidders

Note: Bidders are requested to upload the signed copy of all the pages of the Tender Document.

1. Introduction

National Institute of Fashion Technology (NIFT), set up in 1986 by the Ministry of Textiles, Government of India, is a statutory institute by virtue of an Act (2006) of the Indian Parliament with the President of India as “Visitor”. NIFT has 17 professionally managed full-fledged campuses including one at Srinagar J&K. NIFT Srinagar is shortly shifting to its permanent campus at Ompora Budgam. Upcoming Campus is spread on 16.5 acres of land with all amenities for students and staff. The student and staff strength at the Campus is expected to be 300 from Aug, 2022 onwards.

Bids are hereby invited on behalf of the National Institute of Fashion Technology, Srinagar [J&K] from the interested bidders for running Cafeteria inside the Permanent Campus, Ompora, Budgam [J&K].

2. Process of Online Registration & Submission of Bids:

- a) The interested bidders 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 bid & price bids, all duly signed, on the <https://eprocure.gov.in> . Tender document is also available for viewing on the “Tenders” link of the NIFT Srinagar website i.e. <https://www.nift.ac.in/srinagar/>
- b) Bids to this tender will be accepted only through the online mode through Central Public Procurement Portal (CPP portal) <https://eprocure.gov.in>. No other mode of application will be considered, and the application will not be accepted.
- c) Required EMD amount of **Rs 30,000** must be pledged as DD/FDR/CDR in favour of NIFT Srinagar and a scanned copy of same must be uploaded with the Technical Bid. In absence, scanned copy of EMD instrument, bid shall be rejected.
- d) For applying online, the firm should get itself registered at <https://eprocure.gov.in> .
- e) The tender document can be downloaded from the NIFT Srinagar official website i.e. <https://www.nift.ac.in/srinagar/> and also from CPP portal i.e. <https://eprocure.gov.in>
- f) The bidder should ensure that it complies with the above requirements before applying for tender 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).
- g) The bidder shall submit technical bid contained in prescribed Performa (online) as per **Annexure-I** along with scanned copies of all relevant documents.
- h) The online 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 their technical bids.
- i) The interested bidders are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any

respect will summarily be rejected.

- j) The bidders shall have to enclose all relevant documents (self-attested) to the Technical Bid in softcopy only including EMD. Bids not supported by the documents as mentioned in the detailed Tender Document are liable to be rejected.
- k) Amendments/Clarifications to the tender, if any shall be published on the website of NIFT Srinagar/CPPP only. Bidders must remain in touch with the websites.
- l) In case of any further clarification required relating to this tender, same can be sought from the following officers of NIFT, Srinagar: -
 - ***National Institute of Fashion Technology Ministry of Textiles, Govt. of India SIDCO Electronic Complex Rangreth, Srinagar-191132 J&K (Phone No. 0194-2300994 Email ID: jointdirector.srinagar@nift.ac.in)***

3. TERMS & CONDITIONS:

1. This Tender would not be binding on NIFT in any manner whatsoever until all the formalities of the Tender are completed.
2. NIFT shall open a Cafeteria with all facilities including food, coffee, soft drinks etc from reputed national and international brands and authorized agencies/ franchises drawn from Café-Coffee Day, Barista, Indian Coffee House, Nestle, Coffee Day or equivalent global/MNC brand.
3. NIFT reserves the right to cancel the Tender as a whole or in part without assigning any reason whatsoever.
4. The Bidders are encouraged to conduct their own independent survey, assessment, analysis and check the reliability, accuracy, feasibility and completeness before submission of their Bid/proposal.
5. NIFT reserves the right to update, amend and supplement the information given in this document at its sole discretion before the last date and time of submission of the interest/proposal. The corrigendum will be uploaded on the website of the institute.
6. Bidders should submit their response as per formats provided in submission, not conforming to the instructions or prescribed formats will be rejected.
7. Bidders should equip himself/herself with all permits, Licenses, machinery, equipment etc required for the operation of the Cafeteria.
8. Bidder should adhere to all the safety guidelines and norms in running the cafeteria. Bidder should be responsible for cleaning and regular upkeep of the premises.
9. The contract term will be initially for 1 (one) years and same may be extended on satisfactory performance up to max of 3 years. On expiry of contract, the bidder shall vacate the premises immediately. However, the existing operator may Bid fresh if not prohibited otherwise due to unsatisfactory performance.
10. The rates quoted by the bidder as maintenance charges shall be enhanced/escalated per year @5% of the initial quoted amount on expiry of first year of contract.
11. No liquor items will be provided/served in the Cafeteria.
12. The bidder whose bid is accepted, shall submit a ₹100/- non-judicial stamp paper at its own cost for preparing the contract agreement to be signed by the both the parties. The terms and conditions of this Tender Notice/Document shall form an integral part of the contract and remain binding till the satisfactory completion of the contract. Other Terms

& Conditions of Contract Agreement shall be added by NIFT, Srinagar. The original agreement shall remain with the Institute while a photocopy thereof can be had by the transporter/firm/ company/agency if they so wish.

13. The Bidder should submit the bid with supporting documents about their experience, qualification, Annual turnover duly certified by CA. The Turnover certificate must have the UDIN No. of the CA.
14. NIFT Srinagar reserves the right to cancel the tender without citing any reason. Mere fulfilment of Tender criteria does not entail the parties to be called for setting up the cafeteria.
15. In support of the credentials submitted by the parties, NIFT reserves the right to solicit information from the organizations, issuing such credential certificates.
16. The selected bidder will have to pay monthly maintenance charges in advance by 5th of each month.
17. The selected bidder will have to pay electricity charges on actual basis. The meter will be installed by NIFT Srinagar.
18. That the selected bidder shall not part with the possession, wholly or in part, of the said space to any other person except its own authorized Franchisee, which can only be changed by a written letter.
19. The selected bidder shall use the Space allocated for Cafeteria space solely for providing food & beverages to the consumer and the space shall not be used for any other purpose whatsoever moreover NIFT reserves the right to license for extension counter/vending machine.
20. That the selected bidder and /or its employees shall employ only those persons at the space whose character has been verified and it shall also ensure that personnel employed by it are free from any infections/ contagious disease. No personnel facing any criminal case or convicted by any criminal court shall be deployed at the space.
21. NIFT will not be responsible for any loss and/ or damage caused to the selected bidder due to fire, burglary or natural calamities.
22. On the expiry/termination of the contract, the selected bidder shall handover vacant physical possession of the said space to NIFT.
23. The authorities of NIFT Srinagar shall have the right at all reasonable times to enter upon and inspect the allotted space to check whether the terms and conditions of this contract are being complied with by the selected bidder.
24. That the termination of this contract on its expiry or for any other reason whatsoever shall not give rise to any liability on the part of the NIFT to pay any compensation to the selected bidder for the loss of any profit or business.
25. That the allotment of this contract shall not give the selected bidder or the employees of its Franchisee any hope or expectation for any continuous business or employment respectively.
26. That the Franchisee/ selected bidder will be responsible for the recruitment and hiring of its employees and the service conditions of its (Franchisee's) employees shall be governed by the Rules of the Franchisee and they shall always work under the direct administrative and supervisory control of the Franchisee. The Franchisee is an independent entity and the Franchisee's employees deployed at the space shall not be deemed for any purpose to be the employee, agent, servant or representative of NIFT. The selected bidder / its Franchisee and/or its employees shall not raise any claim monetary or

otherwise upon the licensor if the present license is terminated due to any reason whatsoever.

27. That the Franchisee/ selected bidder agrees to defend and indemnify the NIFT against any and all suits, actions penalties and liabilities that may arise from failure on the part of the Franchisee to properly administer wages and other benefits/facilities to its employees working in the space in terms of all applicable law.
28. After opening of financial bids of qualified bidders, the contractor shall be selected on the basis of highest quoted amount in financial bid (H1) as the monthly maintenance charges/per square meter of Carpet Area. The quoted amount shall be inclusive of GST and applicable Tax shall be deducted on it.
29. The Bidders fulfilling the eligibility criteria, are subject to disqualifications if they have:
 - i. Made misleading or false representation in the form(s), statements(s) and attachments(s) submitted.
 - ii. Found to have been backlisted/banned/barred by Govt departments or any other organization.
30. The H1 bidder/ company shall have to submit the Performance Security (i.e. 3% of the value of annual contract) in the form of Demand Draft/BG drawn in favour of NIFT Srinagar, payable at Srinagar, J&K and should be valid for a period of 90 days beyond the date of completion of all contractual obligations of the Agency. Performance Security shall be refundable without any interest. However, in case of unsatisfactory service by agency or breach of any provision of the agreement, the Performance Security will be forfeited. The decision taken by the NIFT Srinagar in this regard shall be final.
31. The EMD amount of the successful bidder shall be converted into ePBG.
32. NIFT, Srinagar reserves the right to terminate the Contract without notice, if the agency breaches/violates the contract agreement.
33. If at any time, it is detected that the contract has been sublet or assigned to any other entity by the successful bidder, the Institute shall be at liberty to terminate the contract forthwith without giving any time to the successful bidder.
34. A penalty @ 1% of total contract value per day subject to maximum of 10% for delay/poor service will be charged except due to any reasons beyond the control of the Agency (Force Majeure). The Competent Authority of NIFT, Srinagar shall have the sole discretion to waive off such penalty or part of penalty as deems fit, provided further that the Agency provides a satisfactory explanation in writing giving the reasons which caused such delay.
35. **ARBITRATION:**
 - a) Dispute, if any, arising out of the services contract shall be settled by mutual discussion between the parties within 30 days.
 - b) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, the dispute/ differences shall be referred to arbitration by sole **Arbitrator** to be appointed by the Director NIFT Srinagar as per the provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed thereunder.
 - c) Decision of NIFT with regard to interpretation of the terms and conditions shall be final and binding on the Agency.
 - d) The language of the arbitration proceedings shall be in English. The Arbitrator shall give a speaking and reasonable award.
 - e) In case of failure of arbitration as explained above, appropriate courts at Srinagar/Budgam (J&K) will have the jurisdiction to adjudicate upon the

matter.

4. SCOPE OF WORK:

The different facilities and services intended by the authority and to be provided by the bidder are mentioned below:

1. Preparation of List of Food Items/Recipe/Menu and approval from the NIFT Srinagar before introducing it.
2. Deployment of adequate manpower, materials, machinery, equipment, consumables etc to run the Cafeteria smoothly.
3. Procure necessary permits, license from the Govt. required for running a Cafeteria etc.
4. Arrangement of adequate machinery, equipment, crockery, consumables etc. required for smooth functioning of the Cafeteria.
5. The bidder will ensure the safety and proper custody of the property/ structure/ equipment of NIFT and will pay any loss or damages caused by him/her to NIFT.
6. Menu/Recipe will have an equal mix of food brands (local, national & international) but no Liquor item will be included. Bidder will also establish the facilities for serving different variety of vegetarian, non-vegetarian foods, coffee shop, confectionary, snacks etc.
7. Design the interior/exterior of the Cafeteria with minimum facilities without any structural change to the built-up area.
8. Sub leasing of the Cafeteria after award of work/agreement will not be permitted.
9. The Bidder/Contractor will be required to consult NIFT Srinagar authorities before advertising anything related to the Cafeteria in the print media.
10. The Area/Space provided by NIFT Srinagar is as under:

S. No.	Particulars	Carpet Area (in Sq. meter)
1	Administration Café Area	69.50 sq mt approx.
2	Coffee Shop Area	43.50 sq mt approx.

Note: The Bidder/s are advised to cross check the area of the above space at their own. The NIFT reserves the right to decrease the allotment of space to the selected agency. Maintenance charges shall be levied on the contractor as per allotted space.

5. ELIGIBILITY:

1. Authorized agencies/ franchises drawn from Café-Coffee Day, Barista, Indian Coffee House, Nestle, Coffee Day or equivalent global/MNC brand can apply for this tender.
2. The bidder should have been operating in the Hospitality sector for a minimum of 03 years from 2016 onwards (Hospitality would include experience of running cafeteria in reputed institutions/organisations). Experience certificate must be issued by authorized authority of the organization.

3. The bidder should have an average annual turnover of Rs 20 lacs each in past three financial years (2018 onwards). Copies of Turn-over certificates, audited balance sheets to be attached. The Turnover certificate must have the UDIN No. of the CA.
4. License of FSSAI, GST Registration, PAN and required Govt registration to operate the business must be attached with the technical bid.
5. Declaration on the company / agency letter head that the bidder has not been barred/banned/blacklisted by any Govt. / Semi Govt./ Institute / organization.
6. Declaration on the company / agency letter head that the no relative of bidder is working at NIFT Srinagar.
7. Declaration on the company / agency letter head that the bidder has submitted the genuine documents.
8. MSME and Start-up bidders shall be given relaxation as per norms of GoI.

Statement of the existing / present clients of the firm.

S.No.	Name and Address of the firm	Period of Contract From - To	Monthly contract amount (Rs.)	Total value of Contract (Rs.)	Total Years of Experience

TECHNICAL BID

(Annexure – I)

INFORMATION ABOUT THE BIDDER

While submitting the Tender for the Cafeteria, the Bidder must submit the following details along with all the required/documents without which the bid will not be considered.

S.No	Description	Details
01	Name of the Bidder/ Company/ Organisation	
02	Brand Café-Coffee Day, Barista, Indian Coffee House, Nestle, Coffee Day or equivalent global/MNC brand	
03	Office address with contact number	
04	Key contact person name	
05	Type of organisation/ entity (with supporting document)	
06	Registration details of the organisation/entity (with supporting document)	
07	GST number	
08	PAN number	
09	Name of the Franchisee & latest authorization letter enclosed with the bid.	
10	License of FSSAI	
11	Experience of running Cafeteria Services	
12	Annual Turn-over 2018-19 2019-20 2020-21	
13	EMD Amount	
14	Declaration regarding backlisting/no relative at NIFT Srinagar and Genuiness of documents with Technical Bid.	

FINANCIAL BID
(Annexure – II)

Bid Amount in INR	Bid Amount in INR (In words)
Rs..... per square meter per month (Carpet area)	per sq.mtr per month (Carpet area)

1. I undertakes to provide above quoted amount as monthly maintenance charges to National Institute of Fashion Technology, Srinagar.
2. Above quoted amount shall be increased by 5% annually after on expiry of first year of contract.
3. Quoted amount is inclusive of GST and applicable tax shall be deducted by NIFT Srinagar.
4. Total amount under monthly maintenance charges shall be fixed on the basis of allotted space in sq.mt (Carpet Area)

(Signature & Seal of the Bidder)