



**HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA  
16 MILE, SHIMLA-MANDI NATIONAL HIGHWAY, GHANDAL  
DISTRICT SHIMLA, HIMACHAL PRADESH-171014**

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**No. HPNLU-B (15)-112 (Tender)/2022/-1067**

**Dated: - 08.02.2022**

## **TENDER FOR CANTEEN, HPNLU, SHIMLA**

### **NOTICE INVITING TENDER FOR CANTEEN SERVICES**

Sealed Tenders are invited **under two bid system** on behalf of the Registrar, Himachal Pradesh National Law University, Shimla, Himachal Pradesh **for hiring Canteen Services** from a recognized prospective contractor / bidder having experience of catering / canteen / cafeteria etc. for the two years with organizations of Govt. of India, State Government, any other reputed public Institution or Body or from a large organization of repute from Private Sector.

Interested bidders are required to submit the Qualifying & Financial Bid separately in two covers. These bids in separate sealed covers super scribed Qualifying Bid & Financial Bid respectively should be placed in a third sealed cover super scribed ***“Tender for University Canteen Services for HPNLU, Shimla”*** and should reach at the Office of the Registrar, Himachal Pradesh National Law University, Shimla, 16 Mile, Shimla-Mandi National Highway, Ghandal District Shimla, Himachal Pradesh-171014 before 04.00 pm **on or before 24<sup>th</sup> February 2022**. Qualifying Bids shall be opened on the date notified by the Registrar, HPNLU, Shimla through the University website [www.hpnlu.ac.in](http://www.hpnlu.ac.in).

The tender document containing eligibility criterion, scope of work and terms & conditions can be downloaded from the website [www.hpnlu.ac.in](http://www.hpnlu.ac.in). The bid security (EMD) of Rs. 50,000/- (Rs. Fifty Thousand only) should be paid by Demand Draft in favour of Registrar, HPNLU, Shimla, payable at Shimla in the cover ‘qualifying bid’. Those who submit the tender document should also enclose an additional DD of Rs. 5000/- (non-refundable) in favour of Registrar, HPNLU, Shimla, payable at Shimla, along with their bid in the cover ‘qualifying bid’.

Any future clarification(s) and / or corrigendum (s) shall be communicated by the Registrar Office through the website mentioned above.

**Sd/-  
Registrar  
HPNLU, Shimla**



# **HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA**

(Established under the Himachal Pradesh Act No. 16 of 2016)

**HPNLU, SHIMLA CANTEN TENDER DOCUMENT**

**2022-23**

## **Terms & Conditions**

**A.** The HPNLU, Shimla has its campus at Ghandal. The campus has designated canteen area and the same needs to be made operational.

**B. Eligibility Criteria**

1. The bidder may be a proprietary firm, Partnership Firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.

2. The interested bidder having experience of catering / canteen / cafeteria etc. for the two years with organizations of Govt. of India, State Government, any other reputed public Institution or Body or from a large organization of repute from Private Sector.

3. The bidder should possess proof of satisfactory financial turn over for the last three financial years, duly attested by a Chartered Accountant.

4. There should be no case pending with the police or other investigating authority including the anti-corruption investigation authorities statutorily established by the Central or the State Government, against the Bidder.

5. The bidder shall have the following documents and details of the same be provided in the Technical Bid:

- (i) **FSSAI Certificate**
- (ii) **Service Tax Registration/GST Registration**
- (iii) **Certificate of Police regarding no pending case**
- (iv) **Experience Certificates**
- (v) **Financial Statement providing financial turn over etc.**

In the event of award of the contract, the contractor should register himself with the Regional Labour Commissioner, Shimla as a contractor under the Contract Labour Regulation Act and obtain a Labour License and complete all required formalities.

*If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and HPNLU, Shimla shall be at liberty to recover losses, if any, from the Security Deposit / EMD of the bidder.*

6. The Bid Security may be forfeited if:

- (a) the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid Form; and,
- (b) the successful bidder fails

- (i) to sign contract
- (ii) to furnish performance security within stipulated time.

**C. Information & conditions relating to submission of Bids Canteen Terms & Conditions along with responsibilities of caterer.**

1. The Contract Agreement would be for a period of twelve months which subsequently, may be renewed by the Registrar, HPNLU, Shimla for an additional period of six months on the same terms & conditions, subject to certificate of satisfactory performance of the contractor issued by the Dean Students Welfare.

2. The tender document containing eligibility criterion, scope of work, terms & conditions can be downloaded from website – [www.hpnlul.ac.in](http://www.hpnlul.ac.in). Those who download the tender document from Website should enclose a DD for Rs 5,000/- in favour of **“Registrar, HPNLU, Shimla”**, payable at Shimla, along with their bid in the Cover-I containing “Technical / qualifying Bid”.

The interested agencies are required to submit the Technical and Financial Bids separately in the format enclosed. The bids in sealed Cover-I containing **“Technical Bid”** and sealed Cover-II containing **“Financial Bid”** should be placed in a third sealed cover super scribed **“Tender for University Canteen Services”**. **The main seal-covered documents containing technical bid as well as financial bids** shall reach the Office of the Registrar, Himachal Pradesh National Law University, Shimla, 16 Mile, Shimla-Mandi National Highway, Ghandal District Shimla, Himachal Pradesh-171014, before 04.00 pm **on or before 24<sup>th</sup> February 2022**. These shall be opened on the date notified by the Registrar, HPNLU, Shimla through the University website [www.hpnlul.ac.in](http://www.hpnlul.ac.in). The bids shall be opened in the presence of the bidders or their authorized representatives who choose to remain present.

3. The bidder shall **necessarily sign & seal each page of the tender** document including terms & conditions as token of acceptance of the bid *failing which* his bid will be rejected summarily. All pages including enclosures submitted by bidders are required to be duly numbered and any over writing/ erasing in the bids made by the bidder shall be signed by the person signing the bid. In case the tenders are signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.

4. The bidder shall pay Bid Security (EMD) of Rs 50,000/ (Rs. Fifty Thousand only) along with the Technical Bid by Demand Draft in favour of **“Registrar, HPNLU, Shimla”**, drawn on any Nationalized Bank / Scheduled Bank and payable at Shimla. The Bids received without Earnest Money Deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of the contract.

5. After evaluation, the work shall be awarded normally to the Bidder fulfilling all the

conditions and who has quoted the lowest rate after complying with all the Acts / provisions stated / referred to for adherence in the tender. The Registrar, HPNLU, Shimla reserves the right to cancel or reject fully or partially any or all the tenders received, without assigning any reasons. Any action on the part of the tenderer to influence any officer of the University or canvassing in any form shall make the tender liable for rejection.

6. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interests of the HPNLU, Shimla/ MoH & FW / Govt. of India / any State or any Union Territory.

7. The contractor shall also pay towards water and electricity charges every month on actual consumption basis.

8. The Bidding agencies must submit all necessary statutory documents, service tax etc. All copies of documents submitted by the bidding agency shall be duly attested by a Gazetted Officer or a Notary, *failing which*, the bids shall be liable for disqualification. The competent authority also reserves the right to seek presentation of original documents for verification at any stage of tender process and shall act accordingly.

9. The contractor should ensure that the payment is made to the labourers as per the Central Govt's Minimum Wages Act to the satisfaction of the licensee.

10. The contractor shall be solely responsible for the compliance of the provisions of the laws as mentioned below and others which are in force regarding wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to workman deployed by it at HPNLU, Shimla under the contract and shall indemnify the University for any claims whatsoever in this regard. The contractor shall make payment of wages to the workmen engaged by it by the stipulated date irrespective of any delay in settlement of its bill and shall also be responsible for the insurance of its workers. An illustrative list of the laws is as follows:

- i. The Payment of Wages Act, 1936
- ii. The Employment of Children Act, 1938
- iii. The Industrial Employment Act, 1946
- iv. The Minimum Wages Act, 1948
- v. The Employees State Insurance Act, 1948
- vi. The Employee Provident Fund Act, 1952
- vii. The Payment of Bonus Act, 1965
- viii. The Contract Labour Abolition & Regulation Act, 1970
- ix. The Payment of Gratuity Act, 1972

Any other relevant law in force at the time of the contract.

12. In case of any theft or pilferages, loss or other offences, the contractor shall investigate and submit a report to the Registrar, HPNLU, Shimla and maintain liaison with the police. FIR will be lodged by the Registrar, HPNLU, Shimla, wherever necessary.

13. Engagement of required staff, providing uniforms, shoes, caps, aprons, gloves, head wears,

badges etc. shall be the responsibility of caterer and shall be acted upon with the approval of the competent authority. The workers must also be provided with requisite materials for safety and safe handling of chemicals / other items etc. by the contractor. The contractor shall be required to bring all tools, materials and labourers required for proper execution of work.

14. The contractor shall submit a list of employees who are employed by the contractor for the said services, to the University along with – bio-data, photograph, left thumb impression and verification report from the concerned Police Station of concerned residential areas. Any changes of the employees should immediately be informed to the Mess Committee.

15. In case the contractor fails in fulfilling any obligations in time, the Registrar, HPNLU, Shimla, in consultation with the Mess Committee shall have the absolute right to take up the work at the Contractor's cost and risk & recover any and all such expenses from the amounts due to the contractor including Security Deposit. The Registrar in consultation with the Mess Committee shall have right to impose penalty commensurate with the fault and amount towards damages, if any, shall be recovered from the bills.

16. The contractor shall indemnify the University from any claims arising out of accidents, mishaps, disabilities of any nature or arising out of provisions under law or any other nature in respect of all workers engaged by the contractor. The contractor shall fully indemnify the University against all such claims.

17. In case of any dispute between the contractor and HPNLU, Shimla, the Vice Chancellor HPNLU, Shimla shall have the right to decide. However, the local courts located at Shimla shall have jurisdiction over these matters.

18. Any violation of instructions/agreement or concealment of relevant facts shall attract cancellation of agreement without any reference.

#### **D. Responsibilities / Scope of work**

1. The contractor shall strictly adhere to the timings, menu and prices.

2. The strength of canteen members **will depend on the time and duration**.

3. The contractor shall, at his cost, maintain adequate stocks of food grain, grocery, and adhere to the standards as prescribed by the University.

4. The food-items shall be cooked in one kitchen and served as per convenience.

5. Major civil and electrical works shall be attended to by the University. Minor maintenance jobs such as replacement of light bulbs, tube lights, etc. shall be the responsibility of the contractor.

6. The Kitchen equipment, gas, service counters, cooking utensils, crockery, cutlery etc. shall be provided by the contractor. Upkeep of all items provided by the University shall be the sole responsibility of the caterer. The maintenance of kitchen equipment shall be taken care by the

contractor.

7. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the contractor.

8. Cleaning and Housekeeping of kitchen shall be the sole responsibility of the caterer. Cleaning of Utensil, Cutlery, Crockery, Kitchen Equipment Furniture shall also be the sole responsibility of the caterer.

9. The competent authority reserves the right to check on cleanliness and upkeep of the premises and quality of provisions and foods.

10. The workers of the contractor shall maintain personal hygiene. They should behave politely and be amenable to discipline. If, in the opinion of the competent authority, the performance of any of the workman deployed is not satisfactory or he/ she is not amenable to discipline or his/ her behaviour is not conducive to retain him/ her for the work, he/ she shall have to be replaced immediately.

11. The contractor shall attend the monthly meeting of the Mess Committee *failing which* penalty as deemed fit by the Mess Committee and approved by the Dean Students Welfare will be imposed.

12. No accommodation except the Kitchen and Serving area shall be provided to the caterer's workmen.

13. Notwithstanding any other provisions made in the contract, the Registrar, HPNLU, Shimla reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.

14. The Dean Students Welfare on the approval of the Registrar, HPNLU, Shimla reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the University by others and such alterations and variations shall not violate this contract.

**E. Canteen Timing: 08:30 AM-08:30 PM**

**Note:** The Mess Committee, however, reserves the right to make any alternation in it in consultation with the warden and the caterer with the approval of Dean Students Welfare.

**F. General Structure of the mess menu.**

The sample menu for the financial bid is as under:

Sr. No.	Items*	Staff	Students
1.	Tea		
2.	Coffee		
3.	Milk		
4.	Samosa		
5.	Pakora		
6.	Bread Pakora		
7.	Vegetable Hot Dog		
8.	Vegetable Burger		
9.	Butter Toast Slice		
10.	Omelette (1egg)		
11.	Omelette (2egg)		
12.	Boiled Egg		
13.	Plain Slice		
14.	Namkeen mutter and Sevian		
15.	Bread		
16.	Gulab Jamun		
17.	Chowmine		
18.	Momos		
19.	Maggie/Noodles		
20.	Idli/Vada;sambhar		
21.	Dosa/Uttpam		
22.	Ice-cream (In summer only)		