



HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA

16 MILE SHIMLA-MANDI NATIONAL HIGHWAY

GHANDAL DISTRICT SHIMLA, HIMACHAL PRADESH-171014

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Website: <http://hpnlu.ac.in>

No. HPNLU-B(15)-112(Tender)/2022- 1056

Dated: 07.02.2022

**TENDER FOR HOSTEL MESS SERVICES
FOR HPNLU, SHIMLA**

NOTICE INVITING TENDER

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

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 Hostel Mess 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 22nd February 2022**. Qualifying Bids shall be opened on the date notified by the Registrar, HPNLU, Shimla through the University website 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. The bid security (EMD) of Rs. 100000/- (Rs. One Lakh 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. 10000/- (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 HOSTEL MESS TENDER DOCUMENT 2022-23

Himachal Pradesh National Law University, Shimla

Terms & Conditions

A. The HPNLU, Shimla has 10 hostels located at different places around the University campus consists of a designated dining space. The bidding agency submitting their bids would be deemed to have inspected the premises, considered and accepted all terms and conditions of contract.

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 should have at least three years' experience in providing Mess, Canteen, Cafeteria etc. services at Educational Institutions of not less than five hundred students.

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 Hostel Mess 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.hpnlui.ac.in. Those who download the tender document from Website should enclose a DD for Rs 10000/- 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 Hostel Mess Services**”. The main sealed cover containing technical bid as well as financial bids shall reach the Office of 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 22nd February 2022**. These shall be opened on the date notified by the Registrar, HPNLU, Shimla through the University website www.hpnlui.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 100000/ (Rs. One Lakh 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 Agency 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/ MoHFW / Govt. of India / any State or any Union Territory.

7. The catering 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 caterer 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:

The Payment of Wages Act, 1936

The Employment of Children Act, 1938

The Industrial Employment Act, 1946

The Minimum Wages Act, 1948

The Employees State Insurance Act, 1948

The Employee Provident Fund Act, 1952

The Payment of Bonus Act, 1965

The Contract Labour Abolition & Regulation Act, 1970

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 to the University with bio-data, photograph, left thumb impression and verification report from the concerned Police Station of concerned residential areas. It shall be handed over to the Mess Committee. Any changes 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. The prices of extra items shall be determined by the Dean Students Welfare in consultation with the Mess Committee and the Contractor.

2. The strength of mess members is **approximately 700 students** during present academic year i.e. 2022-23.

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. No food cooked in the Mess shall be taken outside the premises without prior permission of the competent authority.

5. The Food shall be cooked in one kitchen and served separately to each hostel located at various places.

6. 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.

7. 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.

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

9. Cleaning and Housekeeping of Kitchen and dining area, 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.

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

11. 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.

12. 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 Den Students Welfare will be imposed.

13. No accommodation except the Kitchen and dining hall will be provided to the caterer's workmen.

14. 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.

15. 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. Mess Timing:

Mess timing would normally be as under:

Breakfast:	8:00AM to 09:30 AM
Lunch:	1:00 PM to 2:00 PM
Snacks:	4.30 PM to 5.30PM
Dinner:	7.30 PM to 9.00 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:

HPNLU MESS MENU 2022-2023

Day	Breakfast	Lunch	Evening Snacks	Dinner
Monday	Aloo Pyaz/Gobhi Paratha+Curd+ Pickle+seasonal fruit+Bread+ Jam+Butter+ Tea+Coffee+Milk	Dalfry(arhar) +green vegetable +rice+roti+salad+ papad+curd/raita	Veg Pakora +Tea	Hakka Noodles/Fried Rice+Manchurian+chilli potato+Rajma+Roti
Tuesday	Idli/Wada+Sambhar+ coconut chutney+ Bread+Jam+Butter+ Tea+Coffee+Milk	Aloo gobhi+kale chane+jeera rice+roti+salad+ papad+curd/raita	Samosa+Green Chutney+Tea	Tawa Fry Veg+jeera dal+rice+salad+papad +gulab jamun
Wednesday	Poha+Dalia/Oats+Egg +mint chutney+ banana+Bread+ Jam+Butter+ Tea+Coffee+Milk	Stuffed capsicum+Kadhi rice+roti+ salad+papad+curd /raita	Bread Pakora+ Green Chutney+Tea	Mix Veg+Malai Kofta+Jeera Rice+Roti+Salad+Papad
Thursday	Puri+Sabzi+ Bread+Jam+Butter+ Tea+Coffee+Milk	Dal Makhani +seasonal vegetable+ jeera rice+roti+salad+ papad+curd/raita	Patties +Tea	Paneer Bhurji+egg curry+yellow dal+rice+roti+salad+cust ard/ice-cream
Friday	Pasta+Sandwich+sea seasonal fruit+ Bread+Jam+Butter+ Tea+Coffee+Milk	Chole+Bhature/ Puri+VegPulao +salad+papad +curd/raita	Chana/Sprouts Chaat+Tea	Aloo mutter/Soya Bean+Mix Dal+Veg Pulao+rice+roti +salad
Saturday	Dosa+Sambhar+ coconut chutney+ Bread+Jam+Butter+ Tea+Coffee+Milk	Rajma+seasonal vegetable+Jeera Rice+roti+salad+ papad+curd/raita	Cutlet +Green chutney+Tea	Jeera Aloo+Kadhi +Roti+Rice+Papad+sala d+moong dal halwa
Sunday	Chana(chickpea) +Kulcha/Pav Bhaji+ Bread+Jam+Butter+ Tea+Coffee+Milk	Dum Aloo+Stuffed Karela+Dalfry+ rice+roti+ salad+papad+curd /raita	Veg Sandwich +Tea	Kadhai/Palak Paneer+Egg Curry+Dal+rice +roti+salad+jalebi/kheer

G. QUALITY OF PRODUCTS TO BE PROVIDED

The items provided in the menu and the ingredients to be used shall be in accordance to the list provided herein below. Use of any other brands without prior approval of the mess committee or any compromise with the adequate standards shall attract strict action and imposition of fine.

Items	Brand
Butter	Amul/Mother Dairy
Jam	Kissan
Tea	Brooke Bond/Tata Tea/Taza
Coffee	Nescafe/Bru
Bread	Britannia/Bonn
Milk and Curd	Amul/Verka/Mother Dairy
Dry Spices	MTR/MDH/Everest/Catch
Oil	Nutrela/Fortune/Saffola/Sundrop/Nature Fresh
Salt	Tata/Aashirvaad
Sauce	Kissan/Maggi
Rice, Dal	High quality products to be used according to the satisfaction of mess committee
Atta	Aashirvaad, Annapurna, Shaktibhog, Philsburry
Pickle	Mother's, Nilon, Priya
Sugar	High quality products to be used according to the satisfaction of mess committee
Suji, Besan, Maida	High quality products to be used according to the satisfaction of mess committee
Fruits, Vegetables	Fresh Products to be used according to the satisfaction of mess committee
Salad	Onion, tomato, cucumber/carrot, lemon
Raita	Vegetable, Cucumber, Boondi, Pineapple

H. Penalties for violation of rules

Monetary penalty, in addition to any other action as deemed fit, as decided by the Dean Students Welfare in consultation with the Mess Committee with the approval of Registrar, shall be imposed on the caterer in violation of any of the terms & conditions or on following instances. The decision of the above in this regard will be final & binding.

TECHNICAL BID

S.No	Name & address of the Bidder/ firm with phone number, e-mail and name & telephone / mobile number of contact person. (In case of Proprietary /Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)					
1	Experience in the last three years in the following format (attach separate Sheet)					
2	Name & organization with complete address & telephone Nos.	From	To	Total contract period (in year / month) and total contact amount (in Rs.)	Reason for termination	
3	Set up of your agency, clearly indicating details of managerial, supervisory & other staff. Also indicate the number of muster roll staff available for performing services					
4	Registration & incorporation particulars: If Proprietorship, partnership, Private Limited, Public Limited (Please attach attested copies of documents of registration/ incorporation of your firm as required by business law)					
5	Valid and authenticated certificate for running mess / canteen / cafeteria services (please attach attested copy)					
8	Bank Details Address, A/c No.					
9	PAN No. (please attach attested copy)					
10	TAN / TIN / VAT / Service Tax Registration / Trade Licence No. (please attach attested copy)					
11	Attested copy of the income tax return of last three financial years					
12	Please attach agency's balance sheet (duly certified by a Chartered Accountant for the last 3 financial year)					
13	Power of Attorney / authorization for signing the bid document (Bidder will submit the attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor & authorized signatory in case of proprietor is not signing the tender document).					
14	Please submit an affidavit that no case is pending with the police against the proprietor / firm / partner or the company (agency). Indicate					

	Convictions if any in the past against the proprietor / firm / partner or the company (agency). In addition to the affidavit, the firm shall produce certificate / verification from local police station.	
15	Following details of the DD /pay order of Rs. 100000/- towards bid security and a DD of Rs. 10000/- (in case tender document is downloaded from website):- DD No.: Date: Drawn on:	

Declaration by the tenderer:-

I / we hereby declare that I / we before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself / ourselves to abide by them.

I / we further declare that the information / documents furnished above are true and correct and I / we undertake that any discrepancy (ies) found on later occasions, will make me /us liable for any action, as deemed fit, by the HPNLU, Shimla.

Place:

Date: (Signature of Bidder/Authorized signatory)

Name:

Address:

Phone:

E-mail:

SEAL of the Bidder

Financial bid

My / Our Quotation for the Mess is Rs. _____
In words (.....)
per day per student.

Quotation includes all applicable taxes as detailed below:

Catering charges per day per head _____
Taxes (all inclusive) _____
Total _____

As per tender terms & conditions from the date of opening of financial bid, it shall remain binding upon me / us and may be accepted at any time before the expiry of that period.

NB:- "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

Date
Place
Signature of the Bidder/Authorized signatory

Name
Address
Telephone
E-mail

SEAL of the Bidder