


Tender Notice for Running of Canteen

The Director, Himachal Pradesh Institute of Public Administration, Fairlawns, Shimla-171012 invites Tender in twin bids (Technical & Financial) in sealed covers from experienced/reputed Contractors/Societies/Firms etc. for running Canteen in the premises of the Institute as per terms and conditions laid down in the Tender document available at official website hipashimla.nic.in from 18.03.2016 to 02.04.2016 up to 1.00 PM. The tender bids will be opened on 02.04.2016 at 2.00 PM in the presence of desirous bidders or their representatives. Contact number for any enquiry is **0177-2734681**.



(Madhu Bala Sharma), IAS
Director,
HP Institute of Public Administration,
Fairlawns, Shimla-171012.

**GOVERNMENT OF HIMACHAL PRADESH,
INSTITUTE OF PUBLIC ADMINISTRATION**

**TENDER DOCUMENT
for
“RUNNING OF CANTEEN”**

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**Additional Director,
H.P. Institute of Public Administration,
Fairlawns, Shimla-171012.**

**Contractor/firm/NGO/Society
(Seal)**

Technical Bid

Sr. No.	Particulars of Person/Contractor etc.	firm/NGO/Society/	Relevant details to be submitted by the tenderer
1.	Name of Tenderer		
2	Full Address		
3	Telephone No./Mobile No.		
4	E-mail address		
5	Type /Status of Tenderer		
6	Tenderer's/Bidder's past experience and track record. Please supply the following documents: 1. Copy of work order. 2. Brief description of work don. 3. Experience and satisfactory performance Certificate issued by the Client Deptt./Board/Corpn. Etc.		

(Signature)
Contractor/firm/NGO/Society

Eligibility Criteria:

1. The applicant should have been in the catering business for a minimum period of one year as on 29th February, 2016.
2. Experience of having successfully run the catering service during the last one year ending of 29th February, 2016.
3. One similar completed work (preferably should be in Government office/academic Institute having not less than 50 persons for 12 months.

Note: The bidder should have good experience of running a Canteen of approximately 50-100 employees/students or proven capability of providing similar services in the past. The staff involved would be properly dressed and shall be well trained in hygiene in all respect and are liable to undergo prescribed health test.

TENDER/ FINANCIAL BID

1. Tender for Running of Canteen at H.P. Institute of Public Administration, Fairlawns, Shimla-171012

2. Scope of work:

- (i) Providing of Bed tea for the participants/trainees and visitors who stay in the Hostels and Guest Houses of the Institute at 6.00 AM
- (ii) Providing of Class Room tea for the participants/trainees twice a day with biscuits (one sweet and one namkeen) at 11.25 AM and 3.25 PM
- (iii) Providing of tea/coffee for HIPA staff and Faculties as and when required by them W.E.F. 9.30 AM to 6.30 PM
- (iv) Providing of other snacks items w.e.f. 9.30 AM to 6.30 PM.
- (v) Common items like soap, shampoo, tooth brush, paste, etc. may be sold.
- (vi) Packaged items are to be sold on not more than the MRP.
- (vii) Sale of items like liquor, cigarettes, beedies, tobacco products is not permissible.

3. Mandatory Menu Items:

Sr. No.	Items	Quantity	Price
1	Tea	60 mls.	Rs.7.00
2	Coffee	60 Mls.	Rs.10.00
3	Samosa/Bread Pakoda	1 pc.	Rs.7.00
4	Maggi (cooked)	1 packet	Rs.15.00
5	Veg. Noodles	1 plate	Rs.20.00

(Rate and quality of any other item to be sold by the canteen should be approved by the Local Purchase Committee of the Institute(HIPA) which shall also be authorized to conduct periodical inspection of the canteen.

4. Financial Bid

Sr. No.	Particulars	Amount in Rupees.	
		In figures	In words
1	Annual Rent of Canteen room, electricity and water charges		

Signature
Seal of firm/NGO/Society.

Note: (i) The rates should be quoted and signed by the responsible/authorized person of the tenderer.

(ii) The rates must be mentioned in figures as well as in words.

ANNEXURE "C"

TERMS AND CONDITIONS

1. The tenderer shall furnish the officer in two separate envelopes clearly mentioning "**Technical Bid**" (envelop No.1) and "**Financial Bid**" (envelop No. 2) and then both the envelopes be kept in one sealed cover indicating "Tender for Running of Canteen in H.P. Institute of Public Administration, Fairlawns, Shimla-171012". The Technical Bid shall contain information regarding Business Turnover, experience and other detail of the tenderer to judge the suitability of the caterer for canteen/canteen facilities.
2. The tenderer has to furnish earnest money deposit of Rs.5,000/-(Rupees five thousand) only in the shape of Demand Draft payable at any Nationalized Bank or H.P. State Cooperative Bank at Shimla in favour of the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012 along with a separate envelope indicating "Earnest Money Deposit for running of canteen in H.P. Institute of Public Administration, Fairlawns, Shimla-12". Tender received without Earnest Money Deposit shall straightway be rejected.
3. No interest will be paid on earnest money deposit remaining with the Institute.
4. The successful bidder shall have to deposit a sum of Rs.10,000/-(Rupees ten thousand only) in the shape of FDR duly pledged in the name of Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012 as performance guarantee/Security amount immediately after the completion of tender process/award of work. The FDR will be refunded to him on the successful completion of contract.
5. The earnest money deposit will be refunded to the tenderers within 90 days of the award of Tender/work.
6. The successful bidder, to whom the contract has been offered, if, he does not respond in stipulated period, the offer shall stand cancelled and the work will be awarded to the second highest tenderer.
7. Any direct or indirect attempt to influence for negotiation on the part of a tenderer with the authority to whom tender has been submitted or the tender accepting authority before finalization of tender process shall render the tenderer liable for exclusion of his tender for the consideration.
8. The Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012 reserves the right to reject any or all the tenders without assigning any reason. No enquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
9. Tenders having cuttings and poor writings (not legible) shall not be accepted for consideration. Cuttings and over writings in tender, if any, should be attested by the authorized person submitting the tender, failing which it will be rejected straight way.
10. In case, a gazetted holiday is declared on the scheduled date of receipt/opening of the tenders, the tenders will be received up to 11.00 AM on next working day and will be opened at 3.00 PM on the same day.
11. Decision of the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012, with regard to determining the quality of tea/food /service rendered by the contractor, shall be final and acceptable to contractor. The contractor shall therefore be bound to improve the quality of tea/food if, the defects have pointed out by the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012.
12. The contract shall be initially for a period of one year. It can be extended for another one year, if required, subject to satisfactory performance of the contractor which will be adjudged by the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-12 on the basis of service rendered by the contractor.
13. The Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012 shall not be in any manner concerned with the internal affairs of the tenderer/contractor that may be regarding dispute with workers engaged by him or dissolution etc. or any affairs concerning with third party, that the tenderer/contractor may be having.
14. Failure to comply with the contract obligations of the tender will lead the contractor liable for forfeiture of performance Security Deposit.
15. Any dispute with Director, H.P. Institute of Public Administration, Fairlawns, Shimla-12 and contractor will be subject to jurisdiction of Shimla Courts only.

16. In case of any loss to the property of the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-12 by the workers of the contractor/tenderer, the contractor is responsible for the same and he has to make good the loss immediately failing which the same may be recovered from his dues or by en-cashing the security amount/ performance guarantee.
17. The contractor shall have to engage sufficient manpower for running of the canteen. Providing of paid off or leave reserve worker shall be the responsibility of the contractor.
18. For the proper identification of the person so deployed, proper identity card will be issued to them by the contractor giving full details (name, parentage and full address) of the person to the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-12
19. The contractor shall be responsible for fulfilling all his obligations towards the person deployed by him under law namely Minimum Wages Act, ESI Act, Bonus Act, and provide quality services to the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012. For this purpose he shall have to submit an undertaking on non-judicial stamp of Rs. 10.00 (Rupees ten only).
20. The responsibility for valid registration under any act/rule/law in force shall be of the Contractor.
21. The contractor shall take all precautions to prevent any unlawful acts or disorderly acts of his employee so deployed and for the maintenance of peace and protection of properties of the Institute. In case the persons so deployed by the contractor do not come up to the mark or do not perform their duties or indulge in any unlawful act or disorderly conduct, the contractor shall remove such employees immediately on the report of the H.P. Institute of Public Administration.
22. In the event of any injury of mishap or illness of any worker while performing the duty, the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-12 shall not be liable for payment of expenses for treatment or any compensation. The whole responsibility rests with the contractor.
23. The contract may be terminated in any of the following contingencies:
 - (i) On the expiry of the contract period if not otherwise extended further.
 - (ii) Giving notice of one month, in case performance of the workers/contractor not found satisfactory.
 - (iii) In the event of breach of any of the terms and conditions of the contract from either side by giving one months' notice.
 - (iv) On assigning the contract or any part thereof to any other person for sub letting the whole or part of the work awarded to contractor.
 - (v) In the event of the contractor being declared insolvent by the Court of Law.
24. During the notice period for termination of the contract in the situation mentioned above, the contractor shall keep on discharging his duties as before till the expiry of the notice period.
25. In the case of exigencies arising due to death, infirmity, insolvency of the contractor or for any other reasons or circumstances, the liabilities of the contract shall be borne by the legal heirs in case of sole proprietor or the next partner in the case of firm or the Directors in the case of company or the Vice President or Secretary in the case of Society/NGO. In such a situation the contract shall pass on to the legal heir/partner/Directors/Vice President or Secretary of the Contractor/Firm/Society/NGO. The Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012 reserves the right to settle the matter according to the circumstances of the case as he may think proper.
26. The terms and conditions mentioned in this tender document shall be binding and operative between the tenderer and the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-12.
27. The contract agreement on the terms and conditions given above will be signed by both the parties on Non Judicial stamp paper of the relevant value.

Accepted:

Signature of the tenderer

BOND/UNDERTAKING TO BE EXECUTED BY CONTRACTOR

KNOW ALL MEN by these presents that I, _____ son of Shri _____
_____ resident of Village _____ P.O. _____ Tehsil _____ District
_____ proprietor/M.D./ of _____
_____ (hereinafter referred "the authorized signatory of
Firm/Company/NGO/Society) do hereby bind myself and my heirs, executors and administrators that :

1. I/We shall abide by the terms and conditions of the Contract running of the Canteen in H.P. Institute of Public Administration, Fairlawns, Shimla-12.
2. I/We shall abide by the provisions of Minimum Wages Act, 1948 and shall ensure the compliance of the provisions of the said Act invariably.
3. I/We shall open Bank Account of each worker engaged by me/us for running of the canteen in H.P. Institute of Public Administration, Fairlawns, Shimla-171012 and shall disburse their salary through these accounts. p _____
4. I/We shall abide by the provisions of EPF Act, Contract Labour Act, 1970.
5. The decision of Labour Commissioner, H.P. with reference to the labour welfare or labour dispute shall be binding upon me and I/we shall ensure the compliance of such decision in letter and spirit.
6. I/We undertake that I/we have to provide quality canteen services to the H.P. Institute of Public Administration, Fairlawns, Shimla-12 during the whole term of contract by providing quality/branded food items.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of my/our failing to abide by the terms and conditions of the Contract regarding running of canteen in H.P. Institute of Public Administration, or provisions of EPF Act, Contract Labour Act etc. or quality services to the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-12, I/we shall forthwith pay to the Director, H.P. Institute of Public Administration, on demand a sum of Rs.10,000/- (Rupees ten thousand) only on account of compensation for breach of contract agreement and inconvenience faced by the Director, HIPA on this account.

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts in India.

Signed and dated this _____ day of _____ two thousand and fourteen in the presence of:

Witnesses:

Signature of the Contractor with seal