



Himachal Pradesh Institute of Public Administration, Fairlawns, Shimla

Tender Notice for Running of Canteen

The Director, Himachal Pradesh Institute of Public Administration, Fairlawns, Shimla invites sealed tender in two bid system from experienced reputed Contractors/Societies/Firms for running canteen in the premises of the Institute. Tender document containing detailed terms and conditions is available at website hipashimla.nic.in. Last date for submission of Tender complete in all respect is 8.04.2022 up to 1.00 PM and will be opened on same day at 2.30 PM in the presence of desirous bidders or their representatives. For any enquiry e-mail at hipa-hp@nic.in or No. 0177-2734707.


(Jyoti Rana, HAS)
Additional Director


**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 Firm/ NGO/Society/ Person/Contractor etc.	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/Bidders past experience and track record. Please supply/ attach the following documents: <ol style="list-style-type: none"> 1. Copy of work order 2. Brief description of work done 3. Experience and satisfactory performance Certificate issued by the client Deptt. /Board/Corp. Etc. 4. Aadhar Card 5. PAN 6. Turnover (last three years) 	

(Signature)
Contractor/firm/NGO/Society

Eligibility Criteria:

1. The applicant should have been in the catering business for a minimum period of two year as on 28th February 2022.
2. Experience of having successfully run the catering service during the last one year ending on 28th February 2022.
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 and proven capability of providing similar services in the past. The staff involved should be properly dressed and shall be well trained in hygiene in all respect and are liable to undergo prescribed health test.

Tender for Running of canteen at H.P Institute of Public Administration, Fairlawns Shimla.**FINANCIAL BID****1. 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 in summer and 6:30 in winter.
- (ii) Providing of Class Room tea for the participants/trainees twice a day with biscuit (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 during 9:30 AM To 6:30 PM.
- (iv) Providing of other snacks items like Pakora, Bread, Samosa, Noodles etc. during 9:30 AM to 6:30 PM.
- (v) Items of common use by trainees like soap, shampoo, tooth brush, paste etc. can be sold.
- (vi) Packaged items are to be sold at the rates not more than the printed MRP.
- (vii) Sale of items like liquor, cigarettes, beedies, tobacco products are not permissible.

2. Mandatory Menu Items:

Sr. No	Items	Quantity	Price
1	Tea with biscuits (Participants/Trainees)	150 mls.	RS. 20.00
2	Tea (Without biscuit) Trainees/ Guests/Staff/Faculty	150 mls.	RS. 10.00
3	Coffee Without Biscuits Staff/Faculties	150 mls.	RS. 15.00
4	Coffee Without Biscuits (Participants/Trainee/Guest)	150mls.	RS. 20.00

(Rates and quality of items would be liable to be approved by the committee constituted by HIPA, which shall also be authorized to conduct periodical inspection of the canteen.

3. Financial Bid:

Particulars	Minimum rent fixed	Amount Quoted by the bidder in Rupees	
		In Figures	In words
Monthly rent of Canteen room, electricity and water charges	Rs. 10,000/- PM (Ten thousand)		

*The rent offered should be more or equal to the amount fixed by HIPA and the highest bidder fulfilling other conditions would be awarded the contract.

Signature
Seal of Firm/NGO/Society.

Note:

- (i) The rates Should be quoted and signed by the authorized person of the tenderer.
- (ii) The rates should be quoted keeping in view the fact that only space for canteen will be provided by HIPA and all the necessary equipment, crockery etc for running the canteen shall be arranged by the contractor at his own cost.
- (iii) The rates must be mentioned in figures as well as in words.

TERMS AND CONDITIONS

1. The tenderer shall furnish the offer in two separate envelopes clearly mentioning “Technical Bid” (Envelope No.1) and “Financial bid” (Envelope 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”. 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, scheduled commercial bank or H.P. State Cooperative bank at Shimla in favour of the Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012 in a separate envelope indicating “Earnest Money Deposit for running of canteen in H.P. Institute of Public Administration, Fairlawns, Shimla”. Tender received without Earnest Money Deposit shall be rejected straightaway.
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 the 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 released to him on the successful completion of contract.
5. The Earnest Money Deposit will be refunded to the tenderer within 10 days of the award of tender/work.
6. In case the successful bidder, to whom the contract has been offered, does not respond in stipulated period, the offer shall stand cancelled and Earnest money deposited by him shall be forfeited. In such case, the work may be awarded to the second highest tenderer or tenders may be recalled.
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 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 cutting and poor writing (not legible) shall not be accepted for consideration. Cutting and overwriting in tender, if any, should be attested by the authorised person submitting the tenders, failing which it will be rejected.
10. In case a Gazetted holiday is declared on the scheduled date of receipt/opening of tenders, the tenders will be received upto 1.00 PM on next working day and will be opened at 2.30 PM on the same day.
11. Decision of the Director, H.P. Institute of Public Administration, Fairlawns, Shimla 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 been 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. However, it can be extended on year-to-year basis, if required, subject to satisfactory performance of the contractor which will be adjudged by the Director, H.P. Institute of Public Administration, Fairlawns, Shimla on the basis of services rendered by the contractor. The extension of contract (maximum up to three years) on the written request of the

contractor shall be at the sole discretion of the Director, H.P. Institute of Public Administration, Fairlawns, Shimla. The contractor shall have no right to claim such extension in case his services are not found satisfactory or it is decided to not extend the contract further by the Director, H.P. Institute of Public Administration, Fairlawns, Shimla.

13. The Director, H.P. Institute of Public Administration, Fairlawns, Shimla shall not be in any manner concerned with the internal affairs of the tenderer/contractor that may be regarding dispute with the 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 the Director, H.P. Institute of Public Administration, Fairlawns, Shimla and the contractor will be subject to jurisdiction of Shimla courts only.
16. In case of any loss to the property of the H.P. Institute of Public Administration, Fairlawns, Shimla 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 encashing the security amount /performance guarantee.
17. The contractor shall have to engage sufficient manpower for running of the canteen. Provision for paid off or leave reserve workers shall be the responsibility of the contractor.
18. For the proper identification of the persons deployed, proper identity card will be issued to them by the contractor giving full details (name, parentage and full address) of the persons to the Director, H.P. Institute of Public Administration, Fairlawns, Shimla.
19. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed by him under law namely Minimum Wages Act, ESI Act, Bonus Act and provide quality service to the H.P. Institute of Public Administration, Fairlawns, Shimla. 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 or mishap or illness of any worker while performing the duty, the Director, H.P. Institute of Public Administration, Fairlawns, Shimla 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 by one month's 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 reserves the right to settle the matter according to the circumstances of the case as he may deem fit.
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.
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.

Additional Director,
HIPA Shimla

Signatures 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 by “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.
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 171012 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