हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Dimachal Pradesh कैंप कार्यालय, एचपीसीए क्रिकेट स्टेडियम के निकट, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश-176215

कैंप कार्यालय, एचपीसीए क्रिकेट स्टेडियम के निकट, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश-176215 Camp Office, Near HPCA Cricket Stadium, Dharamshala, District Kangra (HP)-176215 Phone No. 01892 - 229574, Fax No. 01892 - 229330, E-mail ID:registrar.cuhp@gmail.com

TENDER DOCUMENT

FOR

PROVIDING CANTEEN SERVICES AT SAPT SINDHU, PARISAR, DEHRA, DISTT. KANGRA H.P.



REFERENCE NO.	02/2021/CUHP/NIT			
DATE OF ISSUE OF TENDER	03.06.2021			
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	24.06.2021			
TIME AND DATE FOR OPENING OF THE TENDER (Technical bid)	28.06.2021 at 11.00 A.M.			
PLACE OF OPENING OF THE TENDER	Central University of Himachal Pradesh Camp Office near HPCA Cricket Stadium, Dharamshala, District Kangra H.P.			
ADDRESS FOR COMMUNICATION	The Registrar, Central University of Himachal Pradesh, CampOffice, Dharamshala, Kangra District, Himachal Pradesh-176215.			



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Himachal Pradesh

कैंप कार्यालय, नजदीक एच.पी.सी.ए. क्रिकेट स्टेडियम, धर्मशाला, जिला - कांगड़ा,हिमाचल प्रदेश – 176 215 CAMP OFFICE, NEAR HPCA CRICKET STADIUM, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH – 176215 Phone No. 01892-229330, 229574, Fax No. 01892-229331

TENDER DOCUMENT

FOR

PROVIDING CANTEEN SERVICES AT SAPT SINDHU, PARISAR, DEHRA, DISTT. KANGRA H.P.

The sealed tenders are invited from reputed and eligible agencies/bidders under "Two-bid" system- (i) Technical Bid (unpriced) and (ii) Financial Bid (priced) to provide Canteen Services to Central University of Himachal PradeshSaptSindhuParisar, Dehra.

The bidder alongwith tender document has to submit processing fee of Rs.500/- (Rupees Five hundred only) through demand draft in favour of the Finance Officer, Central University of Himachal Pradesh, payable at Dharamshala, District Kangra (HP)and Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only)in the shape of Account Payee Bank Demand Draft or F.D.R duly pledged in the name of the Finance Officer, CUHP, Dharamshala or Bank Guarantee(Annexure-III) for equal amount furnished on prescribed Proforma from any nationalized bank and forwarded along with the quotations.

Tender Document complete in all respects may be submitted in a sealed envelope and should reach not later than **21.05.2021**. Tenders (Technical bids) will be opened at **24.05.2021**at Central University of Himachal Pradesh, Camp Office near HPCA Cricket Stadium, Dharamshala. The tenders received after stipulated time and date, without processing Fee and Earnest Money Deposit (EMD), conditional tenders, or incomplete tenders would be rejected. The University reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the university before rendering its services to the University(**Annexure-IV**).

Note:

- (i) The Processing fees and EMD should not be mixed i.e. Demand Draft for processing fee and Demand Draft/FDR/Bank Guarantee for EMD should be furnished separately with Technical Bid.
- (ii) Detailed information of the Tender Document can be downloaded from the University website www.cuhimachal.ac.in.

The documents should be enclosed in separate envelopes of appropriate size each of which should be sealed.

- a) ENVELOPE NO. 1: Should contain (i) Covering Letter (ii) Technical Bid (<u>Annexure-I</u>) duly signed and stamped and (iii) Requisite Fee and superscribed "Technical Bid".
- b) **ENVELOPE NO. 2:** Should contain the Financial Bid duly signed, stamped and super-scribed as "**Financial Bid**" (**Annexure II**).
- c) **ENVELOPE NO. 3:** Should contain Envelope 1 and 2.

The inner and outer envelopes should be addressed to the Registrar, Central University of Himachal Pradesh, Camp Office, Near HPCA Cricket Stadium, Dharamshala, District – Kangra, H.P – 176 215 and should clearly mention "Tender for providing Canteen Services", Reference No. 02/2021/CUHP/NIT. The inner and outer envelopes should also indicate the name and address with telephone number of the Bidder to enable the bid to be returned unopened in case it is declared late. If the outer envelope is not sealed and marked as required, the University will bear no responsibility for the bids misplaced or premature opening. All Tenders/proposals should be made in English and should be written in both figures and words.

Any subsequent amendment modifications/Corrigendum, if any, will be uploaded only on the website.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

CLARIFICATION

In case, the bidder requires any clarification regarding the tender document, they are requested to contact Registrar, Central University of Himachal Pradesh Dharamshala on telephone No. 01892-229574, or E-mail: registrar.cuhp@hpcu.ac.in

ELIGIBLITY CRITERIA

Technical bid envelop should contain the following:-

- 1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body or individual who possess the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender for providing Canteen Services.
- 2. The Bidder shall have experience of providing Canteen Services for at least 03 years ending 31st December, 2020.
- 3. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder).
- 4. The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - a. Service Tax Registration
 - b. Valid License, issued by Competent Authority,
 - c. Proof of PAN issued by the Income Tax Department
 - d. Proof of GST by the Competent Authority
 - e. Service Tax Registration Proof

Note: Proof in support will be enclosed for above eligibility criteria.

Terms and Conditions

- 1. The terms of the contract shall be for the period of one year from the date of award of contract, extendable for a further period of one year on the same terms and conditions on satisfactory performance as per mutual consent of the Central University of Himachal Pradesh and the owner.
- 2. An earnest money deposit of Rs. 10,000/- should be paid along with the tender documents in the form of demand draft drawn in favour of Finance Officer, CUHP.
- 3. In case of rejection of bid, earnest money will be refunded to bidder(s) within 15 days after the completion of tendering process.
- 4. The successful contractor will have to execute an agreement/contract on non-judicial paper of the value of Rs. 100/-.
- 5. Rate should be quoted in the prescribed format attached with the documents duly signed by the contractor. Cutting or over writing, if any, should be initialled.
- 6. Apart from the prescribed standard menu, with the consent of the University, contractor may sell packed snacks, cold drinks, juices at the printed MRP.
- 7. On special occasion, CUHP will have the right to prescribe different menu for lunch, dinner, tea with variable cost to be fixed with mutual consent of contractor.
- 8. Rates should be quoted for all items, failing which the bid will not be accepted. Rate quoted should be inclusive of all taxes/duties/levies and labour charges and will be valid for complete period of contract/extended contract.
- 9. The award of contract shall be finalized on the basis of lowest rate quoted for the items as classified in the list. However, the institute is not in any way bound to accept the lowest bidder and reserves the right to accept or reject any bid.
- 10. For canteen premises, CUHP will provide space to contractor, who shall have to create infrastructure for canteen (not less than 20'x 20') at his/its own cost.
- 11. The licence Fee/Rent @ Rs. 1000/- P.M shall be paid by the 7th of each month by the Vendor/Contractor for the space provided to run the canteen services. If the contract is extended for other term of one year, the rent shall be increased by the University by 10% of the initial fixed rent every year.

- 12. On completion or termination of contract or shifting of University whichever is earlier, the contractor will dismantle temporary infrastructure so created by him for the purpose of canteen immediately.
- 13. The contractor has to arrange his own electricity meter and pay for monthly charges. However, the University will provide logistic support for getting the meter installed.
- 14. The contractor will provide adequate number of staff to maintain efficiency to desired standard.
- 15. The contractor shall pay to its worker(s) as per the prevailing minimum wages as applicable in the state of H.P. stipulated from time to time and must provide cover benefit such as ESI, PF, insurance etc. as stipulated.
- 16. Contractor will adhere to all statutory requirements of engaging labour, such as contract labour Act 1970, Provident Fund, Minimum Wage Act, Child Abolition Act and any other Statutory requirement as enforced from time to time.
- 17. Contractor shall comply with the other regulations relating to preparation and sale of food stuffs and refreshment and shall obtain necessary license and permits from the State authorities or any other statutory requirements for running the canteen.
- 18. In the event of non compliance, the contactor will be solely responsible for any penalty/fine imposed by the statutory authority/bodies.
- 19. The Canteen should be kept open during working hours i.e. 8:00 AM to 8:00 PM. However their timing may be changed according to requirements.
- 20. The contractor will not keep the canteen closed without prior permission of the University Authority. If it is necessary to take leave, contractor has to make alternative arrangement with the permission of University Authority.
- 21. Contractor must ensure efficiency in serving the orders within 20 minutes.
- 22. The contractor must ensure that all goods sold in canteen meet required quality standard. No item should beyond its expiry date.
- 23. The contractor is expected to serve the food items in clean good crockery and maintain hygiene.
- 24. In case of any food poisoning/contamination, the contractor will be held fully responsible and will bear all the expenses caused due to food poisoning/contamination.

- 25. In case of unsatisfactory service or in the event of contractor suspending/discontinuing his services during the period of contract, University shall be at liberty to terminate the contract after giving one month notice and to make alternative arrangement for providing canteen facility to its students and employees. In case of termination of contract security/earnest money will be forfeited.
- 26. The contractor on award of contract has to maintain following information:-
 - (a) Brief bio-data of staff along with their photo, residential proof, age proof etc.
 - (b) Wages paid to them along with record of statutory benefits (ESI, PF, etc.).
 - (c) Medical Report(s).
 - (d) Licence/permission from State Authorities for business.
- 27. The contactor and his staff will make their own residential arrangement outside the premises of the University.
- 28. Any dispute arising out of the deal shall be subject to the decision of the Vice-Chancellor of the University. Whose decision shall be final

Central University of Himachal Pradesh will not be responsible for any violation or lapse on the part of contractor in this regard.

RATES QUOTED FOR DIFFERNT ITEMS

Sr. No	Items/Particulars	Rates Quoted		
1.	Stuffed prantha with curd and pickle (1 piece)			
2.	Routine Food (Full plate) Rice, 4 Chappati, dal or rajma or channa, seasonal vegetable/green salad (Half Plate) Rice, 2 Chappati, dal or rajma or channa, seasonal vegetable/green salad	Full Plate 1. Rice 2. 4 Chappati 3. Dal or Rajmah or Channa 4. Seasonal Vegetable 5. Salad		
3.	 Food for Special Occassion Basamati rice and assorted chappati Dal or rajma or channa or karipakora Malaikofta or Mushroom Matter or KarahiPaneer or ShahiPaneer or Paneer Korma, etc. Raita or dahi, Papar and Pickles, Mixed salad Sweet dish (ice cream or two Rasgola (two pieces) or GulabJamun (2 pieces) or Kheer, etc. (If required, above items will be served as Buffet for least for 10 persons in University premises) 	Half Plate 1. Rice 2. 2 Chappati 3. Dal 4. Green Vegetable 5. Salad		
6.	CholayBhatooray[1 plate (02 pieces)]			
7.	SambarVada[1 plate (02 pieces)]			
8.	IdliSambar[1 plate (02 pieces)]			
9.	Sandwich (Veg. and Butter)			
10.	Burger Noodles (Chowmein) (a) Half plate (b) Full plate			
12.	Tea (100 ml)			
13.	Special Tea (100 ml)			
14.	Coffee (100 ml)			
15.	Mixed (Veg.) Pakoras <i>per 100 grams</i>			
16.	Samosa per piece	11 2 1		
17.	Bread Pakora per piece			

Note:

- 1. Soft drink/juice, biscuits, namkeen, mineral water, etc. to be supplied at not more than the printed rate.
- 2. Tea, coffee etc. should be supplied on demand at office room at the same rate.
- 3. Extra items will be charged additional, if required.
- 4. The vendor has to provide his own furniture to serve at least 20 students at a time.
- 5. The vendor must ensure efficiency in serving the ordered items within 20 minutes.
- 6. The vendor has to ensure high level of hygiene and cleanliness. In case the food and other items sold by the vendors are not up to the expected standards and in case of any health related problem such as food poisoning, the vendor alone shall be held squarely and legally responsible.
- 7. The vendor must ensure that all goods sold in the canteen meet required quality standards. No item should beyond its expiry date.
- 8. Number of items to be served in the Canteen may be increased/decreased depending upon the mutually agreed terms. The rates for newly included items shall be determined mutually by the University and the vendor.
- 9. The vendor may like to be present at the time of the opening of quotation in the office of CUHP.

(Registrar)

BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE SECURITY

То

The Finance Officer, Central University of Himachal Pradesh, Post Box No.21, Dharamshala (HP) Dear Sir,

Dear Sir,
WHEREAS
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as Performance Security for the compliance with its obligations in accordance with the contract.
AND WHEREAS we (name of the Bank) have agreed to give the supplier such a bank guarantee.
guarantee in words and figures), upon your first written demand declaring the supplier to be in default under the contract against any loss of damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We

We undertake to pay the University any money so demanded notwithstanding any dispute or

disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or

Tribunal relating thereto liability under this present being absolute and unequivocal.

under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the guarantee thereafter.
5. We
6. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
7. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
8. Notwithstanding anything contained herein above our liability under the guarantee is restricted to
9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there

with the previous consent of the University in writing.	cy except
Dated the date of	
(Signature of the authorized officer of the Bank)	
Name and designation of the officer	
Code No	
Seel name & address of the Bank and address of the Branch	

1. This license is granted on 2021 by the Registrar, Central University, Cam	ıp
Office, Dharamshala, District Kangra through (hereinafter called "Licensor whic	ch
expression shall include their representatives, successors and assigns) in favour	of
(hereinafter called the "Licensee" which expression shall include the	ir
representatives, successors and assigns).	

- 2. WHEREAS the licensee is engaged in the business of providing "Canteen Services" for the University at its Sapt Sindhu Parisar, Dehra, District Kangra by selling a range of eatables/refreshments.
- 3. AND WHEREAS the licensee desires to operate a "Canteen Services" in the above mentioned University Premises and has participated in the Tender issued by licensor to operate the "Canteen Services" purely on Contract basis.

- 4. AND WHEREAS the licensor has found licensee as L1 in tender enquiry and has agreed to allow the licensee to operate the "Canteen Services" in the University premises. Now it is considered desirable to produce the terms and conditions as agreed upon in writing.
- 5. That it is agreed between the parties that this license shall not be construed as tenancy or a lease agreement or otherwise creating any other interest in favour of the licensee to operate the "Canteen Services" in the university campuses while the "Canteen Services" space is under the legal possession, control, administration and supervision of the licensor.
- 6. It is hereby expressly clarified that although ______ (Licensee) has entered into this Agreement with the Licensor (The Registrar, Central University, of Himachal Pradesh, Distt. Kangra), the "Canteen Services" will be run directly by the licensee and shall follow all the terms and conditions of this license agreement as well given in the Tender documents for Providing Canteen Services vide No. 02/2021/CUHP/NIT dated _____.
- 7. That this license is granted for a fixed period of 1 year only i.e from ____ to ____. However, the same may be extended for a further period of 01 year with mutual consent on the same terms and conditions, if any, through a written communication. However, the firm and the university may discontinue the contract by serving one month notice to the each other.
- 8. The licensee will pay for maintenance & electricity <u>as per separate sub-meter</u> exclusively for electrical Power Consumed for running the said Canteen Services.
- 9. That the licensee shall operate the "Canteen Services" during the timing set by the licensor i.e. from 08:00 a.m. to 07.00 p.m. on the institute working days and on any other day as mutually agreed between the parties. However on special days the licensee may be

required to operate for longer hours as desired by licensor. Apart from selling food/refreshments the Licensee shall stock and sell only items approved by the Licensor for price, quality and quantity approved and shall be extra careful to maintain cleanliness.

- 10. That the licensee shall not part with the possession, wholly or in part of the said "Canteen Services" space to any other person except itself. After the expiry of tenure the Licensee shall remove the temporary structure at his own cost.
- 11. That the licensee shall use the "Canteen Services" space solely for providing food & beverage facilities to the students and staff of the licensor and the space shall not be used for any other purpose whatsoever.
- 12. That the maintenance, cleanliness, up-keep and hygiene around the "Canteen Services" space will be the sole responsibility of the licensee and shall ensure cleanliness by deputing adequate staff for the purpose. All ongoing repair/maintenance/painting etc. will be carried out by the licensee.
- 13. That the licensee shall use all possible care and diligence while selling food items/refreshments from the space and shall endeavor to provide fresh and hygiene goods and safe guard and protect the reputation of the licensor.
- 14. That all undesirable goods, articles and exhibits put up by the licensee in the "Canteen Services" as per the opinion of the licensor, are liable to be removed forthwith.
- 15. The licensee 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. Medical certificate from Govt. hospitals will be obtained for employees by the licensee every quarter/ on occurrence of any infections/contagious disease. No personnel facing any criminal case or convicted by any criminal court shall be deployed at the space.

- 16. The licensee will have to display in the "Canteen Services" a list the prices of food items/refreshments sold, and will obtain prior approval in writing from the licensor for any change(s). Current pricing is being mentioned in **Annexure** of this agreement. The prices of all items whose Maximum Retail Price (MRP) is prescribed shall not exceed the MRP. The licensee shall maintain a complaint/suggestion book at its stall to enable the parents/students to record complaint suggestions, if any. The licensee shall keep a stock of items for consumption of students and faculty as per directions of authorized person of the University.
- 17. The licensor will not be responsible for any loss and/or damage caused to the licensee due to fire, burglary or natural calamities.
- 18. On the expiry/termination of the license the licensee shall hand-over vacant physical possession of the said space to the licensor in the original condition in which the same was given. The license shall not, in any case, be or deemed to the irrevocable and shall at all times be and remain revocable by the licensor.
- 19. That the licensor shall have the right at all reasonable times to enter upon and inspect the licensed space along with licensee or his employees to check whether the terms and conditions of this license deed are being complied with by the licensee.
- 20. That the termination of this license on its expiry or for any other reason whatsoever shall not give rise to any liability on the part of the licensor to pay any compensation to the licensee for the loss or any profit or business.
- 21. That the grant of this license shall not give the licensee or its employees of its Franchisee any hope or expectation for any continuous business or employment respectively.

- 22. That the Licensee will be responsible for the recruitment and hiring of its employees and the service conditions of employees shall be governed by the Rules of the licensee and work under the direct administrative and supervisory control of the licensee. The licensee 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.
- 23. That the Licensee agrees to defend and indemnify the licensor against any and all suits, actions penalties and liabilities that may arise from failure on the part of licensee to properly administer wages and other benefits/facilities to its employees working in the space in terms of all applicable laws.
- 24. During the validity period of this contract, the University shall not enter into similar arrangement with another firm/company, for the sale, display of products and beverages, which are of the same category as are being sold under "Canteen Services".
- 25. In the eventuality of discontinuation of operation at any stage due to unforeseen events, licensee will be given free access to take back machines and fixtures after clearing all/any dues of the university (Licensor).
- 26. Licensee alone shall recover all dues from its customers for all articles/canteen services provided and will have no claim whatsoever on licensor in this regard.
- 27. The licensee will be warned by the licensor or the authorized person of the University for not adhering to the quality and quantity on first instance. His failure to do so within 24 hours will draw a second warning along with fine of Rs. 500/-. For failure to adhere to prescribed quality and quantity after second warning and fine, licensee will be asked to wind up without further notice and any liabilities. The licensee will be Black listed in such an eventuality.

- 28. This license deed has been signed and executed in Central University of Himachal Pradesh, Camp Office, Dharamshala. In the event of any dispute arising out of or under the terms of this license, the same shall be trailed by a competent court in the city of Dharamshala only and the parties agree to submit to the jurisdiction of such Court.
- 29. In witness whereof the parties here to have act their hands and executed this deed on the day, month and year herein above mentioned, at Dharamshala H.P. In witness whereof the licensor and the licensee have herein to set and subscribed their respective hand and seals, the day and year first herein above written.

Registrar Central University of Himachal Pradesh, Dharamshala - 176215

Vit	ne	esse	es:		
	1.				_
	2				