<u>Tender for running Juice and Fruit Corner at HPNLU Campus, Ghandal</u>. <u>HPNLU/Acctts/Tenders/2022/02</u>

Himachal Pradesh National Law University invites sealed tender in two bid systems i,e, Technical Bid and Financial Bid to enter into contract for running Juice and Fruit Corner in the premises of the HPNLU Campus at, Ghandal, for a period of one year extendable up to a maximum of three (03) years depending on the performance which will be evaluated based on the feedback from customers (Faculty/ Staff/ Students etc.) and/or by any other means. The outcome of the feedback will be final and not subject to any challenge by the selected agency.

Bid Schedule

Date of Start and downloading the tender	23-07-2022
Tender Processing Fee:	Rs.1000/-(One Thousand only) in the form of Demand Draft in favor of "The
	Registrar Himachal Pradesh National Law University" payable at Shimla.
Earnest Money Deposit (EMD)	Rs.40,000/- (Fourty Thousand only) in the form of Demand Draft in favor of the" Registrar Himachal Pradesh National Law University" payable at Shimla. No interest shall be paid on the EMD amount.
Last date and time for submission of tender	30 -07- 2022 at 1400 Hrs
Date and time of opening technical Bid	01-08-2022 at 1500 Hrs
Date and time of opening Financial Bid	01-08-2022 at 1600 Hrs
Address of communication & Submission	Registrar, Himachal Pradesh National
of tender documents and opening of	Law University , 16-Mile, Ghandal,
technical bid	Shimla-171014

The interested agencies/persons may submit their Bid along with the following documents, duly authenticated and stamped by the proprietor/Partner/Director or authorized signatory as applicable:

The Bid shall be submitted along with the following Documents/credentials:

Financial Bid documents

- Duly Certified Stamped & Signed copy of Annexure-A with quoted rates of items under Annexure-A
- 2. Duly Certified Stamped & Signed copy of **Annexure-B** with quoted rates of items proposed by the bidder not covered under Annexure-A

Technical Bid documents

- Certified Copies of Work orders/ Experience certificate for running Juice and Fruit Corner /shop in any Institute/Academic Institute/Public Sector Undertaking/MNC/ Corporate Sector or running Juice and Fruit Shop by the bidder himself during the last three (03) years.
- 2. Demand draft for Tender fee and Earnest money.

- 3. Certified copies of PAN, GST Registration (If applicable), Copy of Aadhar Card, Legal status of the firm, and other statutory documents related to the bidder corporate identity.
- 4. Certified Stamped & Signed Copies of Last three years' Income tax returns filed by the bidder.
- 5. Certified Proof of having the shop of similar nature.

Special conditions:

- 1. The bidder shall deployed Minimum 2nos of manpower at all the times during the working hours and required to deploy the staff on Saturday and Sundays also.
- 2.Under age manpower is strictly prohibited in HPNLU Shimla.
- 3. The staff deployed by the bidder shall wear the neat clothes, Headgears and hand gloves all the time during working hour.
- 4.Use of Rotten and spoiled fruits shall be strictly prohibited
- 5.EMD of successful bidder shall be converted into security deposited and the same shall be released upon successful completion of the contract agreement period.
- 6.Security deposit shall be forfeited in the event of refusal to carry out the work by the successful vendor or any grounds during the contract tenure by either party of the agreement.
- 7. The quoted rates may be increased/decreased; in this regard the decision shall be taken by the HPNLU nominated committee and is binding on the contract.
- 8. The vendor shall maintain neat and hygienic environment in and outside premises of the juice corner HPNLU authorities will check the juice corner premises periodically. If the HPNLU committee feels that the premises is not neatly maintained a monetary fine as penalty @Rs.100/-per day till the date of rectify the defect will be imposed by the committee this will have to be paid by the Contractor within a week on communication from the HPNLU failing which it will be adjusted against the Security Deposit.
- 9. If any short fall or misconduct or have not provided sufficient quality of food to the students at stall points, the vendor/tender will be terminated and SD also forfeited.
- 10.HPNLU shall provide the Electricity (on chargeable basis) for the purpose of running the facilities Every effort must be exercised by the Vendor to minimize electricity and water usage and desist from unnecessary usage
- 11. The license if any required for operating the Juice & Fruit corner facility shall be obtained by the vendor.
- 12. The vendor shall not assign, sublet or part with the possession of the licensed premises and properties of the HPNLU therein or any part thereof under any circumstances.
- 13. Employment of child labor, defined as per relevant laws is strictly prohibited. The contract will be terminated with immediate effect if those laws are violated.
- 14. The vendor shall maintain a register with name, age and address of all their

- employees working at HPNLU premises and submit the same to Registrar in a prescribed format after the award of contract. The vendor must report any changes in their list of employees.
- 15. The vendor shall not construct or make any structural/electrical alterations or install additional fittings inside the premises of the work place without prior approval from the HPNLU.
- 16. No employee must stay in the premises of HPNLU after working hours. The vendor must obtain the necessary written permission from the competent authority to enable overnight stay of their employees in the campus at times of exigencies. The facility cannot also be used for the accommodation of staff when they are not on duty.
- 17. The vendor shall be responsible for the proper conduct and behavior of the employees engaged by them.
- 18. Smoking, consumption/distribution of alcohol, use of pan and gutka, and drug/substance abuse by the employees is strictly prohibited
- 19.All expenses related to the employees engaged by the vendor shall be borne by the Contractor/ Vendor. In case of any accident or mishap to any employee of the vendor, the Institute and its functionaries shall not be held responsible/liable in any manner whatsoever.
- 20.The vendor is solely responsible for the payment of minimum wages, ESI and EPF for their employees as per the Government of Himachal Pradesh and Government of India norms as applicable and should meet any other statutory and non-statutory benefits/obligations. The vendor shall not pay differential wages based on gender, caste, community or on linguistic basis. The record of duty hours and pay structure must be maintained as per rules for inspection by the government authorities.
- 21. The vendor shall be required to display the price list of all the items.
- 22. The bidder(s) shall declare that he/she (they), including partners if any, was (were)/ is (are) not involved in any criminal proceedings as per Indian Law.

Award of work:

Work will be awarded on the basis of submitted Bid and personal visit by the nominated committee of the HPNLU to verify/check the present similar work claim of the bidder as mentioned under bid documents.

A formal contract agreement containing the detailed terms & conditions along with the tender conditions shall be entered with the successful bidder and the HPNLU.

The work shall be started within 7 days from the date of LOI as issued by the HPNLU to the successful bidder.

The Institute will take feedback (thru Feedback Form) from customers (Faculty/ Staff/ Students) regularly (once every month). Further renewal will depend heavily on customer feedback. The extension of contract will be on yearly basis. Further, the Institute may adopt any other means to assess the performance not limited to feedback from customers,

The Institute also reserves the right to reject any or all the bids without assigning any reason thereof.

Infrastructure:

The required space for running the Juice and Fruit Corner shall be provided by the HPNLU within their Campus at Ghandal (Shimla). Sufficient area of 206.24 sqft shall be earmarked in the University for Juice and fruit corner.

Operating hours:

The Juice and Fruit Corner shall be working from 8:00 AM TO 8:00 PM and on 7 Days a week basis.

Monthly Charges/Recoveries:

For running the Juice and Fruit Corner, the following charges/recoveries shall be made from the agency by the HPNLU on monthly basis:

1. Water : As per actual consumption

2. Electricity : As per actual consumption

3. Monthly Fixed License Fee need to pay : Rs. 2600/- (Rupees Two Thousand Only).

Note: -

- **1.** Successful vendor should pay 3 months advance rent.
- The rent should be paid on or before the 5th of every month. In case of delay fine will be imposed as per norms.
- 3. In case of non-payment of rent, water or electricity charges by the agency the same shall be adjusted /recovered from the security deposit amount.

Agency's Responsibility:-

- Deposit the Electricity and water charges along with the monthly fee with the HPNLU
 on regular basis any default in same shall be a valid reason for termination of the contract
 with the agency.
- 2. To keep the nearby premises neat and clean.
- 3. Providing hygiene and good quality items.
- The dustbin should be keep clean every time.
- 5. Timing should be strictly followed.
- 6. To dispose of the waste properly.

How to submit:

The bidders submit bids in one sealed envelope containing two sealed envelopes simultaneously, one containing the technical bid and the other containing Financial bid

document.

i) The first sealed envelope containing the Tender Fee, Earnest Money Deposit (EMD) and all other tender documents as per titled as "TECHNICAL BID"

ii) The second sealed envelope containing the Annexue A and Annexure B with quoted price shall be titled as "FINANCIAL BID"

iii) The third sealed envelope containing the First & Second sealed envelope shall be titled as "Tender for Juice and Fruit Corner at HPNLU campus at Ghandal (Shimla)" addressed to the Registrar, Himachal Pradesh National Law University, 16-Mile, Ghandal, Shimla-171014

Yours Faithfully For & Behalf of **Himachal Pradesh National Law University**

(Registrar)

Financial / Price Bid Format

The Menu Items along with rates expected to be provided in the Juice and Fruit Corner at HPNLU:-

S.N.	Juice	Small (300ML)	Big (500 ML)	Price (Rs.) All Inclusive
1	Mausmi & Mix Juice			
2	Mango Shake			
3	Banana Shake			
4	Cold coffee			
5	Hot Milk			
6	Hot Milk Bourn vita			
7	Vegetable Juice			
8	Chocolate shake (New Item)			
9	Shikanji			
10	Green Apple (New Item)			
11.	Orange/Apple Flavored Juice			
11	Fruit Chat(250gm)			
12.	Curd			
13.	Sweet/salted lassi			

S.N.	Tea/Coffee	Small	Big	Price (Rs.) All Inclusive
1	Lemon Tea			
2	Milk Tea			
3	Hot Coffee			
4.	Burger			
5.	Sandwich			
6.	Patties			

Signature of Bidder with Stamp:

Name: Designation:

Date : Place :

Annexure-B

Financial / Price Bid Format

List of Items proposed (if any) for sale as desired by Bidder not covered under Annexure-A:

S.N.	Name	Qty	Rate	Price (Rs.) All Inclusive
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11.				
12.				

	Signature of Bidder with Stamp:
	Name:
	Designation:
Date:	

Place:

(on the official letterhead of the firm)

Declaration by the Bidder			
I/We hereby declare that all the terms and conditions of the tender document has/have been read by me/us and I/we accept all the terms and conditions mentioned in the tender document and shall comply with them strictly.			
Further I/We hereby declare the following:			
 I/We never been blacklisted by any institution/de I/We are ready to get our capabilities inspected by of the University, to judge the level of competency for university. 	y the Officer/Committee		
If our bid is accepted, we undertake to:			
 Not to object our disqualification on the basis of above declaration, if found wrong and misrepresented at any point of time during contract. 			
2. The workers deployed will be more than 18 years and shall comply all the statutory requirements.			
Place: Bi	idders signature		
Date: Of	fficial Seal		