



## Tender for Canteen in the University Cafeteria within the campus of National Law Institute University, Bhopal.

Tender No :- NIT/CANTEEN/2023-24/3566

Date: 16/07/23

### NOTICE INVITING EXPRESSION OF INTEREST

Sealed Tenders are invited from persons/firms/agencies having proven experience and ability in preparation running and serving a canteen on Contract basis in the National Law Institute University, Kerwa Dam Road, Bhopal. The Contract shall be valid initially for a period of twelve (12) months renewable subsequently for a period to be decided by the NLIU authority on satisfactory performance to be judged by the University Authority.

The Terms and Conditions and other related aspects are outlined in the Tender Document. The Tender Document is made available on the Website of NLIU, Bhopal 462 044. ([www.nliu.ac.in](http://www.nliu.ac.in)) w.e.f. 26<sup>th</sup> June, 2023.

Cost of Tender Document Rs.1,000/- + GST @ 18% which is to be paid online on the university website by visiting the link: <https://erp.nliu.ac.in/payment/#/>.

Earnest Money Deposit Rs. 50,000/- (**Rupees Fifty Thousand**) to be deposited online in the Account of University by visiting the link <https://erp.nliu.ac.in/payment/#/>.

Start Date for Sale of Tender: 19<sup>th</sup> July, 2023; 10.00 to 17.00 Hrs. on each working day. Last Date for Submission of Tender: 10<sup>th</sup> August, 2023 Up to 02.00 PM

Registrar  
NLIU, BHOPAL



  
**Assistant Engineer**  
**National Law Institute University**  
**Bhopal**

# National Law Institute University,

Kerwa Dam Road, Bhopal – 462 044

Website: [www.nliu.ac.in](http://www.nliu.ac.in)

Tender for Opening Canteen within the campus of National Law Institute University, Bhopal

## 1. Description of the Tender

It is proposed to have a Canteen which showcases the best of cuisines (traditional / Chinese / continental), with a contemporary interpretation understanding their nutritive values and, where appropriate, giving them a twist to make them healthier or more delicious. High standards of hygiene, presentation and services are expected.

Note:-

1. The entire documents should be duly filled in and submitted in original.
2. All pages should be signed by the Applicant under seal.
3. All information to be written legibly.
4. Where figures are furnished, these are to be written in words also, within brackets.
5. Attach separate sheets wherever necessary but without any deviation in terms and conditions.

## 2. Terms and Conditions: Terms and Conditions for submission of the tender:

- i. No Tenderer shall be a close relative of any employee of NLIU Bhopal, nor shall any Tenderer be associated with an employee of NLIU or their close relatives as proprietor/ partner/ share holder/director and the like.
- ii. The successful Tenderer shall be required to enter into a contract Agreement with NLIU Bhopal, governing the Terms and Conditions of the contract on non-judicial stamp paper. Cost to be borne by the Tenderer.
- iii. The Tender should accompany copy of the online submitted EMD of Rs. 50,000/- (Rupees Fifty thousand only) electronically submitted in the university account by visiting the link <https://erp.nliu.ac.in/payment/#/>. Earnest Money Deposit shall be refunded to unsuccessful Tenderers for which no interest shall be payable.
- iv. The successful Tenderer shall submit the following documents within 7 days from the date of placement of the work order:

Duplicate copy of the work order duly signed by the Tenderer as a token of acceptance of the service contract. Original copy of the Contract Agreement/deed of contract governing the Terms and Conditions of the Contract on non-judicial stamp paper of appropriate cost.

- v. Timing of the Canteen is from 08:30 AM to 10 Midnight on all days. However, NLIU Bhopal reserves the right to enhance the duration of canteen as per the actual requirement.

**Furniture:** Essential furniture required for the purpose of canteen will be arranged by the National Law Institute University, Bhopal. Any damage or repairs will be the responsibility of the vendor.

### Rent:

The accommodation and furniture will be provided at the concessional rate of Rs. 20,000/- per Month. Rent must be paid by 07<sup>th</sup> of every month in advance otherwise penalty will be levied.



**Water Charges:**

The Agency has to pay Rs. 5000/- (Rupees Five Thousand Only) monthly in lieu of water charges.

**Electricity:**

A separate meter is installed to record consumption which will be read monthly. On the basis of consumption monthly bill will be issue as per tariff fixed time to time by the MPERC. All amounts have to be deposited within given time every month to the NLIU.

**3. Eligibility**

- i. The Contractor should have FSSAI licence.
- ii. The contractor should have minimum two years' experience in the catering business, out of which at least one year experience should be in running the canteen of a Higher Educational Institute of National Repute such as NLUs, IITs, IIMs, IISERs, NITs etc.
- iii. They should have minimum average annual turnover of Rs. 15.00 lacs from catering/ hospitality business. (i.e. 2020-21, 2021-22).
- iv. The Contractor shall be responsible for running the canteen as per the rules applicable and ensure the compliance of the provisions of Employees Provident Fund Act, ESI Act, Child labour abolition Act and rules framed there under and other relevant statutes including Municipal Rules and Regulations, relating to the canteen in force from time to time, during the Contract period.
- v. The Contractor shall arrange utensils, cutlery and crockery and other equipment/ items required to run the Canteen/ Unit.
- vi. A Tenderer shall submit, directly or indirectly, only one tender, either individually as an applicant or as a partner. A Tenderer who participates or submits more than one Tender will cause all the tenderers in which the Tenderer has participated to be disqualified.
- vii. Performance may be given to the branded outlet chain.
- viii. The Tenderer should not have been barred or black-listed by any Government Department.**
- ix. Tenderer and all parties constituting the Tenderer shall provide such evidence of their continued eligibility as required.
- x. Should possess a Valid Trade License and Food License for operation and running of the Canteen, preferably Food Manufacturer under Rule 4 of Food Safety & Standard Act 2006 (Act 34 of 2006).
- xi. The Tenderer shall be registered with Goods and Services Identification Number.

**4. Earnest Money Deposit**

- i. The Tender should accompany the Earnest Money Deposit of Rs. 50,000/- in the form of demand draft.
- ii. Tenders not accompanied by Earnest Money Deposit are liable to be summarily rejected.
- iii. Earnest Money Deposit of unsuccessful Applicants will be returned without interest after the finalization of the tender.

## 5. Submission of Tender Form

Tender form should be filled up in all respects and returned by the Tenderer duly signed on each page of the original Tender form including the pages containing the terms and conditions and should be properly sealed. The following documents must accompany the Tender Form:

- i. Certificate of furnishing correct information: The Applicant shall furnish a certificate to the effect that correct information has been furnished in the Tender and the Applicant shall be solely responsible for furnishing misleading, wrong or false information in the Tender. Furnishing of misleading, wrong or false information may lead to the cancellation of the Bid.
- ii. A certificate of sound financial status from a nationalized bank with which the bidder has financial transactions.
- iii. A letter of authorization duly authorizing the signatory to participate and sign the Tender documents on the letterhead of the Tenderer.
- iv. A declaration on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public to the effect that the Tenderer is not barred or black-listed any Government Department or public sector Undertaking.
- v. Copies of financial statement (including all related notes, and income statements) for the last 2 financial years.
- vi. A sample menu with quoted price of Indian, Chinese and Continental Snacks, Lunch, Dinner items. (SAMPLE MENU PROVIDED AS ANNEXURE-3 SHOULD BE SUBMITTED DULLY FILLED IN. BIDDER CAN ADD MORE ITEMS WITH QUOTED PRICE BUT CAN NOT DELETE ANY OF THE ITEMS FROM THE LIST). The quantity (Volume) of each item (as applicable) should be expressed in either gram or ml.
- vii. A sample menu with quoted price of other readymade edible items which can be made available in the Canteen. The quoted price of such items cannot be more than the MRP printed on the item.
- viii. Any relevant information or document which Tenderer(s) may consider appropriate for a Canteen of NLIU, including documents evidencing their expertise / experience / ideas related to regional Indian cuisines and their contemporary interpretation, other than for which Tender has been invited by NLIU.
- ix. The rate should be clearly indicated in words and figures. Whenever there is discrepancy between words and figures, the lower among them shall apply. There should not be any over-writing/cutting in the rates tendered. Any term and condition other than those mentioned in this document shall not be considered and shall be rejected forthwith.

  
Assistant Engineer  
National Law Institute University  
Bhopal



**6. Cost of Application**

The Applicant shall bear all costs associated with the preparation and submission of Tender. NLIU shall not be responsible or liable for those costs, regardless of the outcome of the tendering process. The application should also be accompanied by a proof of submission of Tender Fees of Rs. 1,180/- (One Thousand One Hundred Eighty only) inclusive of GST @ 18% payable on the university website.

**7. Opening of the Technical and Financial Bid and its Evaluation thereof**

- i. The Technical Bids received will be opened by the office.
- ii. The bidders or their authorized representatives should be present at the time of opening of the Technical Bid of the tender (Prior intimation about date of opening of technical bid will be floated on the NLIU website). In case of absence of any bidder during the opening of the tender, no claim of any sort will be entertained.
- iii. Tenders in unsealed condition or without the required documentation and certification are liable to be rejected summarily. Tenders not conforming to the requirements mentioned in the Terms and Conditions above or not accompanied by Earnest Money Deposit are liable to be summarily rejected.
- iv. Before finalizing the list of technically qualified Bidders, the Committee may arrange to inspect the existing restaurants / establishment or logistics available of the participants.
- v. Thereafter, the date and time of Opening of the Financial Bid will be communicated to the Technically Qualified Bidders. Financial Bids shall be evaluated and a list of qualified Tenderer will be prepared by the Committee.
- vi. The decision shall be taken based on the credentials, technical qualifications and the total of price bid, taken together. The decision of the Canteen Committee, NLIU shall be final and binding on all Applicants.

**8. False Information**

- i. In the event of false, misleading or wrong information furnished by the Tenderer, the Earnest Money Deposit in respect of such participants shall be forfeited. Further, during the performance of the contract if it is detected that the contract has been obtained by furnishing false, misleading or wrong information in the Tender, the contract is liable to be terminated and performance, security and other payments due to NLIU shall be forfeited and the agency is liable to be blacklisted for a period up to three years.
- ii. If the successful Tenderer fails to sign the Contract Agreement within stipulated time or after signing the contract fails to perform any contractual obligation, his/her Earnest Money Deposit shall be forfeited. Depending upon the gravity of violation/omission, the applicant is liable to be blacklisted for a period up to 3 years, without prejudice to any other remedy that the Committee may have under existing law.

**9. Acceptance and Withdrawal**

- i. The decision to accept any Tender shall entirely rest with the (NLIU), who reserves the right to accept or reject any or all Tenders without assigning any reason whatsoever. There is no obligation on the part of the NLIU to communicate in any way with rejected Tenderers. After acceptance of the Tender, the Tenderer shall have no right to withdraw his Tender or claim higher price. Tender with incomplete information is liable for rejection.



- ii. If any Applicant does not accept any of these conditions, his/her Tender shall not be considered.

**10. Contract Agreement**

- i. The successful Tenderer(s) shall execute an agreement for the fulfilment of the contract on Rs. 100/- non-judicial stamp paper within 15 (Fifteen) working days from the date of Notice of Award. The Agreement shall clearly specify the rights and obligations of the successful vendors and NLIU with respect to the running of the Canteen.
- ii. The incidental expenses of execution of Contract Agreement shall be borne by the successful vendor.
- iii. The successful vendor shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) in the format prescribed in Annexure-4, in favour of Director, National Law Institute University, Bhopal for an amount equal to 12 Months' rent of the premises for due performance by successful vendor of the Terms and Conditions of the Contract Agreement.

**11. Security Deposit**

- i. EMD deposited by the successful vendor to NLIU shall be retained as "Security Deposit" for the due and complete performance of the provision of these Terms and Conditions and the Contract Agreement. No interest will be paid on the deposit for the entire period to any successful vendor.

**12. Compliance**

- i. The successful vendor shall abide by all rules and regulations, by-laws and guidelines that NLIU may, from time to time, make or adopt or amend for the care, protection and administration of NLIU and the general welfare and comfort of its students, Faculties staff and others.
- ii. The successful vendor and its employees and agents shall be bound to comply with any instructions issued by NLIU authority from time to time.
- iii. The successful vendor will, during the continuance of this agreement, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business.

**13. Control and Supervision**

- i. The overall control and superintendence of the said premises shall remain vested with NLIU Authority, whose officers shall at all times have the absolute right of entry into the said premises and be entitled to inspect the Canteen premises for its bonafide use, its state of repairs and compliance with the terms and conditions of the Contract Agreement, without disruption of the normal functioning of the Canteen. Any change in price of the items due to escalation of price of essential commodities is negotiable and can be done only on prior approval of the NLIU authority.
- ii. The Successful vendor shall deposit duplicate keys of the premises with NLIU whenever it is so demanded and permit NLIU to make use of the keys during any emergency. The Successful vendor shall not remove or replace the lock on any door or change the locking device on any door of the premises without written permission.

- iii. The Successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of NLIU.
- iv. The Successful vendor shall also provide services to the Guest House as per requirement.

**14. Additions and Alterations**

- i. No addition/alteration at the Premises may be undertaken without the prior approval of NLIU Authority. Layout and design of any proposed addition/alteration shall require prior written approval of NLIU.

**15. Maintenance**

- i. The Successful vendor will keep and maintain the Premises and the area in and around the Premises in a clean, hygienic, proper and decent condition; and shall not suffer the premises to be held in a bad state of repair and outlook during the currency of the contract Agreement. Further, the Successful vendor shall not in any manner injure the wall, floor or other structure of the building, nor shall it cause any kind of hindrance or obstruction in the use thereof by NLIU in any manner whatsoever.
- ii. If the Premises are not maintained in clean condition by the Successful vendor, NLIU shall have powers to get the premises cleaned at the risk and cost of the Successful vendor and recover liquidated damages at the rate of Rs. 500/-per day for each default up to 7 days and thereafter Rs. 1000/- per day and can take other actions including termination of the contract.
- iii. In the event of any damages being caused to the Premises, intentionally or otherwise, by the Successful vendor, or his/her/its employees or invitees or customers, NLIU shall be entitled to repair the damage or make the requisite replacement and call upon the Successful vendor to reimburse the cost thereof, which the Successful vendor undertakes to pay forthwith on demand.
- iv. The Successful vendor shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature, except as reasonably required by the Successful vendor for performing services under the contract Agreement.

**16. Employees**

- i. The Successful vendor shall employ only such employees who are experienced. The Successful vendor will ensure that the staff engaged shall observe highest standards of courtesy, manners and professionalism while dealing with visitors and customers of the Canteen and NLIU.
- ii. The Successful vendor shall employ only such staff as shall have good character and be well behaved and skillful in their business. NLIU shall be at liberty to forbid the employment of any person whom it may consider undesirable. The staff employed shall conform to such direction as may be issued by NLIU in respect of time, stay and the points or routes of entry to and exit from the premises and in respect of the use of toilets and washrooms. The Canteen Manager shall also have the character of all persons employed by him verified by the police to the satisfaction of NLIU before the employment.

- iii. The Successful vendor shall immediately remove any employee from the Premises if any employee misbehaves, causes nuisance, or is considered to be undesirable by NLIU representative. NLIU shall be at liberty to request the Successful vendor to replace or change any employee or other staff within 48 hours' time, if so needed, upon which request Successful vendor shall forthwith replace such employee or staff.

**17. Compensation or Concession**

- i. The Successful vendor will not be entitled to any compensation or concession in payment of the Rent due to addition of any activity in the Premises by or on behalf of National Law Institute University, Bhopal or closure of any activity in NLIU.
- ii. For breach of any Terms and Conditions of the contract, NLIU reserves its right to either terminate the contract, or recover compensation from the Successful vendor for the damage suffered on breach [up to the limit of the security deposit deposited by the Successful vendor].

**18. Duration, Termination and Renewal**

- i. The duration of the contract shall be initially for period of 12 Months renewable every year thereafter subject to satisfactory performance.
- ii. NLIU shall have the right to terminate the contract by giving 30 days' notice in writing without assigning any reason there for, at anytime.
- iii. The Successful vendor may also terminate the contract by giving 30 days' notice in writing.
- iv. NLIU will be entitled automatically to terminate this Contract Agreement on the occurrence of any of the following events:
  - a. the Successful vendor is in breach of its responsibilities and obligations under this Agreement and these has not been rectified after having been given 15 days written notice by NLIU;
  - b. the Successful vendor has a winding up or administration order made in relation to it; if the reputation of NLIU is damaged on account of Successful vendor 's dealings with third parties.
- v. In the event of termination of contract as provided hereinabove, NLIU shall always be entitled to and shall have power at its absolute discretion to reoccupy forthwith the Premises, without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waive of breach thereof.
- vi. On expiry of the contract period or on termination of the contract by NLIU on account of any breach on the part of the Successful vendor, the Successful vendor shall deliver the possession of the Premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations provided by NLIU. Further, Successful vendor shall remove his/their goods and other materials within 3 days from the premises, failing which NLIU reserves its right to remove such goods/materials at the cost and risk of the Successful vendor and demand payment for such removal. If such payment is not made within 10 (ten) days, NLIU shall be at liberty to dispose of the goods/materials of the Successful vendor by public auction to recover the cost. The Successful vendor shall not be entitled to raise any objection in such an eventuality.
- vii. In the event of any default, failure, negligence or breach, in the opinion of NLIU, on the part of the Successful vendor, in complying with all or any of the conditions of the contract, NLIU will be entitled and be at liberty to terminate the contract forthwith and resume possession of the Premises without payment of any compensation or damages



and also claim in full or in part the amount deposited by the Successful vendor for due performance of the Agreement.

**19. Insurance**

At all times during the currency of the contract, it shall be the responsibility of the Successful vendor to obtain insurance coverage in line with standard industry practice, including cover for fire, theft and burglary in respect of all the movable and immovable assets stored or used in the premises and NLIU shall not be responsible for any loss or damages caused to the Successful vendor on any account whatsoever.

**20. Indemnity**

- i. Successful vendor shall indemnify NLIU on a non-judicial stamp paper of Rs. 100/- and hold it harmless from all claims, demands, damages, actions, costs and charges, including against liabilities towards customers or visitors, to which NLIU by become subject, or which it may have to pay or be held liable for, by reason of any injury to persons, reputation or property suffered or sustained by any employee of NLIU or arising out of any activity or negligence or omission of the Successful vendor or its agents or employees while in or about the Premises or other premises of NLIU.
- ii. Successful vendor shall indemnify NLIU against any loss, claim, costs, damages to, or diminution of, its business and goodwill or any third party claims or proceedings brought against the NLIU as a result, direct or indirect, of any prejudicial business practice of the Successful vendor or any misrepresentation of its relationship with the NLIU. This indemnity shall be without prejudice to any other rights and remedies, which the NLIU may have under the law.

**21. Registration and Permissions**

The Successful vendor shall ensure that all such Food licenses issued by competent statutory body of the government/Municipal corporation to be applied for by the Successful vendor, such as Food Safety and Standards Act 2006, and including Sales Tax/VAT, are obtained as may be required under the applicable laws. NLIU shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Successful vendor.

**22. Limitation of Liability**

- i. NLIU shall in no way be liable for any losses or claims arising out of untoward incidents like theft, shoplifting, fire, riots, floods, natural calamities etc.
- ii. In case the Successful vendor suffers any loss on account of it being unable to carry on its business or restrained by NLIU for contravention of any of the terms and conditions, the Successful vendor shall have no claim on NLIU.

**23. Miscellaneous and General Terms for Tendering of Services in Operating Canteen.**

- i. The Successful vendor shall be responsible for procuring and arranging all consumables for its use in relation to operation of the Canteen.
- ii. Food prepared by the Successful vendor shall be made under good hygienic conditions, and the standard of hygiene shall be strictly maintained. This will be inspected and ascertained by a Committee, appointed by NLIU, whose directions will be binding on the Successful vendor.

- iii. The foods shall be fresh, wholesome and of good quality. Successful vendor shall abide by all applicable laws relating to sale of food, hygiene, and safety etc.
- iv. The Successful vendor shall be fully responsible for the cleanliness of the Canteen premises, which must be free of insects, mosquitoes, flies, dust and dirt. The appropriate authority shall inspect the Canteen premises periodically, and NLIU shall have the right to terminate the contract Agreement if the premises are found to be in unsanitary condition.
- v. The Successful vendor shall not erect or install any temporary structure, or fixture inside the Canteen Premises or outside it, without prior written approval of NLIU.
- vi. The Successful vendor or any of his/her salespersons shall not sell/consume any hard drinks (such as any alcohol based drinks, and spirits), or narcotic drugs or other prohibited substances within the premises of NLIU.
- vii. The Successful vendor shall observe at all times the provision of Child Labour (Prohibition and Regulation) Act, 1986 and any other enactment made in this regard.
- viii. The Successful vendor, for the purpose of fulfilling his obligations, may deploy persons as employees, servers, cooks, etc., who are medically fit with no contagious diseases, who will wear prescribed uniform, who shall have good character and be fit for work in an institutional Canteen where high quality public service is expected.
- ix. While the existing security personnel of NLIU shall remain vigil round the clock on campus, the Successful vendor shall make proper arrangements for the protection of his goods and items from theft/pilferage etc.
- x. The Successful vendor shall provide working meal for staff at NLIU at a rate to be fixed in advance with the approval of NLIU. The rate for these meals will not be enhanced without the prior approval of NLIU. A sample menu and price proposed for a simple meal, for an average of 30 persons daily, should be included in the application as specified in Annexure 1.
- xi. The Successful vendor shall provide meal and refreshments for participants in programs organized by NLIU. Rates for these will be fixed in consultation with NLIU. Until execution of the Contract Agreement, the Terms and Conditions mentioned in the Tender documents shall constitute a binding contract between the Successful vendor and NLIU.
- xii. The charges for electricity, water and supporting facilities, shall be paid by the Successful vendor to NLIU on monthly basis starting from one month after the execution of this agreement as per conditions laid down in previous clauses.
- xiii. The Successful vendor will not be allowed to use the Canteen premises for parties or occasions other than those that NLIU may organize.

#### 24. **Standard Safety Clauses**

Successful vendor shall:

- i. not store combustible material for a period except as may be necessary for the delivery of contracted services.
- ii. install, at his own cost, an adequate number of Fire Extinguishers [of weight/capacity as per standard norms] and ensure that they are in fully functional condition at all times.

#### 25. **Standard Health Clauses**

- i. The NLIU premises, structures and installations thereon, shall be kept in clean and Sanitary condition by the Successful vendor to the satisfaction of NLIU.

*Supriya Singh*  
Assistant Engineer



- ii. Skin lesions, boils, rashes, cuts and discharge from any site are hazardous and can contaminate food with food poisoning bacteria. Staff with diarrhea or vomiting may also contaminate food with food poisoning bacteria.
- iii. All the staff handling food must take every precaution to ensure that such germs are not passed on to food. A few simple rules are, therefore, necessary and all who are employed in handling food must abide by them.
- iv. The officer authorized by NLIU may, without notice, enter the premises at any time and inspect the premises, material instruments and implements etc., used by the Successful vendor.
- v. All instructions given by the officer authorized or nominated by NLIU or any person working under him to prevent spread of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by the Successful vendor and his agents or staff.

**26. Clarifications, Disputes and Settlements**

That in case of any dispute arising between NLIU and the Successful vendor, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the sole arbitration of a person who may be appointed by NLIU for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. It will be no bar that Arbitration appointed as aforesaid is or has been an employee of NLIU and the award of the arbitration will not be challenged or be open to question in any court of law on this account.

**27. Jurisdiction**

In case of any dispute where legal action is compelled to be initiated by any of the parties, jurisdiction of the courts shall be National Law Institute University, Bhopal.

**28. Force Majeure**

- i. Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of NLIU or Successful vendor.
- ii. If because of any strike or lockout either in NLIU or in the Local area, the Successful vendor is unable to function or his business is affected, NLIU shall not be liable for any loss, which the Successful vendor may suffer in such an event.

**29. Notices**

Any notice which is required to be given either by the Successful vendor or NLIU, will be in writing, and will be sent to the address as the recipient may designate by notice at the address provided in the Contract Agreement.

**30. Transferability, Assignment and Sub-Contracting**

The Successful vendor does not have the right to transfer the benefit of this Contract Agreement or to delegate any obligations to a third party without the prior written consent of NLIU. The Successful vendor shall not, unless with the written consent of NLIU, create a sub-contract of any description with regard to this contract or any part thereof, nor shall he without such written consent as aforesaid, assign or transfer his contract or any part thereof.

I agree with the terms and conditions mentioned above, and undertake to comply with these at all times during the subsistence of the Contract granted to me to operate the Canteen at National Law Institute University, Bhopal .

**Date :**

**Place :**

**Authorised Signatory**

**Name & Address:**

  
Assistant Engineer  
National Law Institute University  
Bhopal





## Technical Bid

### GENERAL INFORMATION

1. Name of the Applicant
2. Address of the Applicant
  - (i) Contact Person
  - (ii) Telephone No.
  - (iii) MobileNo.
  - (iv) Email Address
3. No. of Total Staff
4. Year from which the Applicant is in the business of Restaurant/Cafeteria/Canteen/Catering Operation\_\_\_\_\_
5. General Experience details in Restaurant / Canteen/Catering Business operated by the Applicant.  
\_\_\_\_\_
6. Financial Information Turnover/Profit & Loss statement of last two years\_\_\_\_\_
7. Work with Institutions Government (provide previous work order document details for at least last 02 years)
8. Any information/ document appropriate for a Canteen at the NLIU including those supporting expertise, experience, or ideas, related to regional Indian cuisines and their contemporary interpretation  
(Attach separate page/s as and where necessary)

I/We have carefully read and understood the terms and conditions of the contract as contained in the Tender Document issued by National Law Institute University, Bhopal including the following:

- Earnest Money Deposit is liable to be forfeited if on award of contract I/we do not accept the award or do not fulfil any of the conditions stipulated in the Tender document, within the prescribed time.
- On account of non-acceptance of award or on account of non-completion of Tender conditions within the prescribed time, I/we shall be debarred by NLIU from further participation in Tenders under the control of NLIU for a period of 3 (three) years.

- In case the documents submitted by my/our firm along with the Tender are found inadequate/false/incorrect, the Tender of my/our firm will be liable to be rejected without assigning any reason. In addition, NLIU reserves its right to forfeit the Earnest Money Deposit of my/our firm and debar my/our firm from participation in any further Tender of NLIU.
- NLIU reserves itself the right to reject the conditional offer without assigning any reason thereto.
- NLIU does not bind itself to accept the highest/lowest or any Tender and reserves to itself the right of accepting the whole or any part of the Tender and the Applicant shall be bound to provide the service at the rate quoted.

**Signature :**

**Name of Authorised signatory**

**Date :**

**Place with Office Seal :**

**Witnessed by —**

1.

2.



*Prabhat Singh*  
**Assistant Engineer**  
**National Law Institute University**  
**Bhopal**

**DECLARATION CERTIFICATE**

It is certified that the information furnished herein and as per the documents submitted are true and correct and nothing has been concealed or tampered with. I/We have gone through all the Tender Documents and am/are liable to any punitive action, as mentioned in the Terms and Conditions of the Tender, for furnishing false information/ documents.

**Signature**

**Name of Authorized Signatory**

**Date**

**Place**

**Office Seal**

  
**Assistant Engineer**  
**National Law Institute University**  
**Bhopal**



## FINANCIAL BID

### RATES TO BE QUOTED FOR CANTEEN ITEMS.

#### ANNEXURE-3

SI No.	Description / Item Quantity	Rate to be quoted (Rs.)
1.	Tea (Tajmahal / BB / Red Label /Green label/Pataka/ Goodrich) including Tea Bag +Tea Whitener (Condensed Milk)+Sugar Sachets 150 ml. (Cups used should be of 170 ml capacity).	
2.	Green Tea 150 ml. (Cups used should be of 170 ml capacity)	
3.	Coffee (Nescafe / Brue). 150 ml. (Cups used should be of 170 ml capacity).	
4.	Black Coffee 150 ml. (Cups used should be of 170 ml capacity)	
5.	Milk(Hot/Cold) 150 ml. (Cups used should be of 170 ml capacity)	
6.	Veg. Cutlet. 1 No. (50 gm.)	
7.	Veg. Sandwich. 1 No. (150 gm.)	
8.	Veg Burger. 1 No. (125 gm.)	
9.	Bread Pakora 1 No. (80 gm.)	
10.	Grill Sandwich. 1 No. (150 gm.)	
11.	Aloo Parantha with 100 ml Curd 1 No. (250 gm.)	
12.	Maggie/Noodles 1 Plate (100 gm.)	
13.	Pastry/Cake 1 Piece (50 gm.)	
14.	Idli Sambar—Min.2 piece (with coconut chatni). 1 Plate (200 gm.)	
15.	Masala Dosa (with coconut chatni). 1 No (200 gm.)	
16.	Upma (with coconut chatni). 1 Plate (100 gm.)	
17.	Onion Uttapam with Sambar 100 ml and Coconut Chatni 50 ml 1 No (200 gm.)	
18.	Dokla. 1 Plate (100 gm.)	
19.	Chole (150 gms) Bhature(50 gms each) 1 Plate with O2 Nos. of Bhature's	
20.	Samosa 1 No. (75 gm.)	
21.	Kachodi 1 No. (75 gm.)	
22.	Aloo Vada 1 No. (75 gm.)	
23.	Dal Vada 1 No. (50 gm.)	
24.	Poha 1 Plate (100 gm.)	
25.	Juices/Shakes 250 ml	
	<b>Total:</b>	

**Amount in Words:** \_\_\_\_\_

More Items can be added on separate paper but these will not be part of financial bid.

*Signature*  
**Assistant Engineer**





**Note:-**

- (i) Snacks: All should be made available with Ketchup Sachet + Paper Napkin.
- (ii) Sanchi Milk Products, Cold drink, Biscuits, Namkeen, Mineral water etc shall not be sold at the rates higher than MRP.
- (iii) Stock of Sanchi Milk Products is required to be kept available.
- (iv) Tea/Coffee etc. should be supplied on demand at office rooms at the same rates quoted above.
- (v) Mini Meal Plate Sealant Machine should be available in Canteen and plate sealing should be made on demand of the customer.
- (vi) Filtered Drinking water to be provided free of cost.

**(Name, Signature & Seal of Tenderer.)**

  
**Assistant Engineer**  
**National Law Institute University**  
**Bhopal**



**FORMAT FOR PERFORMANCE BANK GUARANTEE**

To,

**The "Registrar",  
National Law Institute University (NLIU) Bhopal  
Kerwa Dam Road, Bhopal- 462 044 (MP) INDIA**

WHEREAS \_\_\_\_\_ (Name and address of the Contractor)  
(Hereinafter called "the Contractor") has undertaken, in pursuance of contract no  
\_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called "the  
contract").

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish  
you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified  
therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the  
contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and  
figures), and we undertake to pay you, upon your first written demand declaring the contractor to be  
in default under the contract and without cavil or argument, any sum or sums Within the limits of  
(amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for  
your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting  
us with the demand.

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  
contractor shall in any way release us from any liability under this guarantee and we hereby Waive  
notice of any such change, addition or modification.

This guarantee shall be valid up to 18 (Eighteen) months from the date of issue of the Bank -----  
----- (indicate date).

(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer  
.....

.....  
Seal, name & address of the Bank and address of the Branch

  
**Assistant Engineer**

**National Law Institute University**



**UNDERTAKING**

I ..... S/o .....  
R/o ..... do hereby solemnly affirm as under:-

1. That, I am a Partner/ Proprietor/ representative of M/s.....  
.....
2. That the firm has not been blacklisted in the past by any government/ private / organization.
3. That the firm has no vigilance case/CBI/FEMA case pending against him.

Signature & Seal of the bidder(s)

Dated: .....

Place : .....

  
Assistant Engineer  
National Law Institute University  
Bhopal



### CHECK LIST FOR TERMS & CONDITIONS/DOCUMENTS

(To be filled by the Tenderer and attached with the Technical bid Document in Technical Bid Envelope)

Sr. No.	Description	Yes / No	Attached at Page No.
1	Electronically Payment of Rs. 50,000/- on account of EMD/Bid Security in University Account copy to be enclosed with Technical Bid documents.		
2	Firm Registration Certificate (must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
3	Technical Bid "Annexure-1" duly Signed and Stamped (without indicating Price) must be enclosed with Technical Bid documents in Technical Bid Envelope.		
4	Declaration Certificate "Annexure-2" must be enclosed with Technical Bid documents in Technical Bid Envelope.		
5	Financial Bid/Price Bid as per "Annexure-3" contain all requested information duly Signed and Stamped must kept in Financial Bid Envelope.		
6	Format for Performance Bank Guarantee "Annexure-4" (must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
7	Undertaking "Annexure-5" (must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
8	Goods and Services Identification Number (GSTIN) Registration Certificate (Copy) must be enclosed with Technical Bid documents in Technical Bid Envelope.		
9	Work Orders of at least two years' experience should be in running the Canteen/Restaurant/Canteen/Catering Business of a reputed organization, preferably in a Govt. organization( must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
10	Performance Certificate/report from organization(S) whom services of similar nature have been provided for last 2 years is enclosed ( must be enclosed with Technical Bid documents in Technical Bid Envelope.)		
11	Copies of Financial Turnover (Rs. 10 Lac) for last two years.		
12	The bids are numbered with pages from ___ to ____.		

I /We have enclosed all the required documents at pages indicated above. In case above documents are not found enclosed, my/our quotation may be summarily rejected.

**Signature & Seal of the bidder(s) Details of the bidders:-**

**Name of the firm:-**

**Full Address for**

**communication: Phone No :-**

**E- Mail Address :-**

  
**Assistant Engineer**  
**National Law Institute University**  
**Bhopal**

