



TENDER FOR HOSTEL MESS SERVICE

AT

SHRI MATA VAISHNO DEVI UNIVERSITY, KATRA (J&K)

Terms & Conditions of the Tender

1. The Tenderer should be a registered and licensed Caterer, Firm, Agency having sound professional expertise for providing Mess Services in student hostels, messes or similar environment.
2. Before submission of Tender document, the tenderers, in their own interest, are advised to visit site to assess site and its surrounding and satisfy themselves in respect of the site conditions as the SMVDU shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
3. The rate offered/quoted in the tender should be valid for the Academic year 2018-2020 and no upward revision of rates shall be allowed during the currency of the Catering Contract.
4. The tenderer must have a minimum of three (03) years of experience in running mess services in student hostels and should be a profit making firm / caterer. The Cumulative turnover of the preceding consecutive three (03) years must not be less than Rs. 5.00 Crores.
5. SMVDU reserves the right to terminate the contract of a successful tenderer on one month's notice without assigning any reasons thereof.
6. SMVDU reserves the right to split the work or award the catering contract to more than one tenderer on the same rates.
7. The award process may be postponed / cancelled Suo motto without assigning any reason or giving any notice to the tenderer(s). The University reserves the right to consider the tenders of only short-listed firms.
8. The issuing of tender document shall not constitute that the tenderer is automatically qualified.
9. If even after the award of contract, information / facts submitted by the tenderer is found misleading / incorrect / false etc., SMVDU reserves the right to scrap the contract forthwith.
10. The Tender document can be purchased from the Office of the Registrar SMVD University, Kakryal, Katra-182320 by or before last date of issue of tender document as may be notified in the print media on payment of Rs. 1000/- (Rupees One Thousand) (Non-refundable) in the form of Demand Draft favouring Registrar, SMVD University payable at Jammu. The tender document can also be downloaded from the University website www.smvdu.ac.in. In case the tender document has been downloaded from the University website, then the Demand Draft should be submitted along with the tender/offer. The tenders received without cost of the tender document shall be summarily rejected.

11. The mode of submitting the Tender in two bid format shall be as under:
 - (a) The first cover shall contain an Earnest Money in the form of Demand Draft amounting to Rs. 5,00,000/- (Rupees Five Lakh), the Technical Bid and the supporting documents in proof thereof shall be sealed and submitted in a separate envelope marked as "Technical Bid". The cost of the Tender i.e. Rs. 1000/- (Rupees One thousand only) (Non-refundable) in the shape of demand draft should also be submitted in the envelope marked as "Technical Bid", in case the Tender document has been downloaded from the University website. The format of the Technical Bid is annexed as **Annexure-A**.
 - (b) The second cover shall contain only the Financial Bid. The "Financial Bid" enumerating the rates to be charged for providing the mess services shall be submitted in a separate sealed envelope marked "Financial Bid". The rates should be written in figures as well as in words. The format of the Financial Bid is annexed as **Annexure-B**.
 - (c) Both the sealed envelopes namely the Technical Bid and the Financial Bid mentioned above, shall be put in a separate envelope, properly sealed and super-scribed with the words "Tender for Providing Hostel Mess Service" Due on 07th June 2018 uptill 5.00 p.m. and should be addressed to the **Registrar, SMVDU, Kakryal, Katra-182320, J&K**. It should also bear the name, address, contact number and e-mail address of the tendering firm / agency.
12. The tenders, if adequately received, shall be opened on **08th June 2018** at **2.30 pm** by a nominated Committee in the presence of the tenderer(s) / their authorized representatives who may wish to be present at the time of opening or any other subsequent date convenient to the Committee nominated for the purpose.
13. In case of any incomplete document / information submitted by the tenderer, the tender may be rejected without assigning any reason thereof.
14. Tender document is neither transferable nor cost of the document is refundable under any circumstances.
15. Conditional tenders are liable to be outrightly rejected.
16. The Demand Draft amounting to Rs. 5,00,000/- (Rupees Five Lakh) pledged to Registrar, SMVDU is required to be deposited along with the tender as Earnest Money Deposit (EMD) separately. The EMD of the unsuccessful tenderers shall be refunded within 45 days of finalization of tenders and EMD of the successful tenderers will be kept as security deposit. The EMD of successful tenderer(s) who after award of the contract fails to provide the services satisfactorily as per terms and conditions of the contract and within the time limit so fixed shall be forfeited.
17. The University shall not provide accommodation to the workers deployed by the Caterer at the University premises and the caterer shall be entirely responsible for the accommodation and transportation of men and material.
18. The University reserves the right to shortlist the Tenderers as per the requirement of the University and to allot mess services contract to the tenderer it deems eligible and qualified based on the responses received, and the decision of the University in this regard shall be final.
19. The University shall permit the Catering firm to use the University premises for running Mess facilities for the students, staff etc. at respective Boys and Girls Hostel of the University for the duration of the contract. The said period is extendable at the sole discretion of the University Authorities only on satisfactory performance / service by the Caterer.

20. The catering services by the Caterer will cover Breakfast, Lunch, Evening Tea & Dinner in a day as per menu, which may be agreed upon in writing from time to time between the Caterer and the Office of Dean of Students Welfare and kept displayed in the hostel / mess as the case may be under the seal & signatures of Dean of Students Welfare.
21. The present number of Students is around 1500 which may increase further. Apart from the catering needs of the regular students, there will be official programmes, seminars / conferences for which catering services may be required from the caterer for which separate rate quotations have to be submitted by the caterer.
 - i) The caterer will supply meals of wholesome quality and sufficient or specified quantity, as the case may be, to the residents of the Hostels of the University and also local and other guest participants for whom arrangements for stay have been made in the Hostel and to the University staff as per the menu prescribed from time to time. The current Menu applicable in this regard is enclosed as Annexure-C.
 - ii) Tea / snacks / meals to the students are to be served in the dining hall only.
 - iii) Periodic menu shall be decided by the respective Hostel Mess Committees. The Caterer shall follow the time schedule for opening and closing of the Mess each day as may be specified by the Dean of Students Welfare.
 - iv) List of indicative brands of items to be used is enclosed as **Annexure-D**.
22. The successful tenderer/caterer has to pay a Royalty @ 3% of the total monthly bill/payment for the period of the contract which shall be deducted directly from the monthly payment of the mess bill of the Caterer.
23. The successful tenderer/caterer shall deposit an additional Security Deposit amounting to Rs. 5,00,000/- (Rupees Five Lakh only) in the shape of Demand Draft, which shall make a total security deposit of Rs. 10,00,000/- (Rupees Ten Lakh only) alongwith amount of EMD to be treated as Security Deposit for due fulfillment of the contract for mess service. No interest will be given on the security deposit. Any penalty / fines / compensation due from the catering contractor shall be deducted from the routine payments or otherwise from the Security Deposit. The Security Deposit subject to deductions will be refunded three months after termination or expiry of contract.
24. The Caterer will make arrangements for hygienic storage and cooking of food and service in the dining hall. He will ensure that the kitchen / dining hall(s) are kept clean and tidy.
25. The Contract shall be for a period of two (02) years w.e.f. 01.08.2018 to 31.07.2020. The Competent Authority, SMVDU, subject to its satisfaction may consider the extension of the period of contract in the larger interest of the students and the University.
26. The Caterer shall not sublet the contract / premises / venue allotted by the University or enter into contract with any other party to run the business at the said premises / venue implicitly/explicitly failing which the Contract shall be cancelled and the decision of the University in this regard shall be final and binding on the Caterer.
27. It shall be the responsibility of the Caterer to constantly maintain the quality of the mess food, its preparation in accordance with the menu, which may be agreed upon in writing from time to time between the Caterer and the Dean of Students Welfare, SMVDU for the respective Hostel messes. The scope of work for providing mess services in the University hostels is enclosed as **Annexure-E**.

28. That no amount shall be deducted from the mess fee of the student(s) of various hostels by the University at the time of monthly payment to the Caterer on the agreed rates except in case where the students are on notified authorized absence from the Campus for a period exceeding ten days at a one spell for which prior intimation shall be furnished to the Caterer by the Dean of Students Welfare or concerned Wardens as the case may be. However, no payment during the notified summer / winter break shall be made to the Caterer by the University but the Catering Services availed by the students during notified summer / winter breaks or otherwise shall be borne by them out of their own pocket and no claim of the Caterer on this count shall be entertained by the University.
29. The Caterer shall observe proper working hours as may be notified by the Dean of Students Welfare from time to time including the summer / winter breaks and shall keep himself or his authorized representative available at the venue during the working hours.
30. The Caterer will comply with all such instructions that may be issued to him by the University through any of its functionaries, including the office of Dean of Students Welfare in regard to the operation and maintenance of the University premises. The Caterer shall provide all such kitchen equipments, material, eatables etc. as may be required for effective operation of the catering services as may be communicated to him by the functionaries of the University.
31. It shall be the responsibility of caterer to maintain and upkeep all the machinery and other equipments including items of furniture and fixture provided in the respective Student's Hostel Mess premises and any repair/replacement in this regard shall required to be immediately intimated to the Dean of Students Welfare/University Engineer for requisite repairs. However, in case any damage to the machinery and other equipments including items of furniture and fixture if found to be on the part of caterer or its workforce then a suitable penalty for the repair/replacement shall be deducted from the monthly bill or security deposit.
32. The responsibility of upkeep, maintenance and repairs of the Cold Storage units in the hostels shall be entirely on the caterer.
33. In case of any default or deficiencies of services provided by the tenderer / caterer, the alternate arrangement will be made by the University at the risk & cost of the tenderer.
34. The Dean of Students Welfare, SMVDU shall be authorized to inspect the premises, quality of edibles, sanitation and other arrangements from time to time. In case of any unsatisfactory condition or any defect or deficiency in the service or performance of Contract, the University may impose a fine subject to a maximum of Rs. 5000/- on the Caterer on each such occasion on the recommendation of Dean of Students Welfare, SMVDU. Such fines will be deductible from the Security Deposit or any amount due to the Caterer, if not sooner paid by the Caterer. In case of continuous defect or deficiency in the service by the Caterer, the University may also terminate the Contract.
35. The successful tenderer shall have to execute an Agreement on non-judicial stamp papers of requisite denomination within a week of the receipt of award / contract letter which shall be guiding document for operation of mess services contract so awarded.
36. The successful tenderer who may be awarded the contract for Mess services subject to fulfillment of all other formalities should be able to provide the requisite services within a period of seven (07) days from the date of award of contract failing which the contract may be awarded to the next lowest / suitable tenderer.

37. SMVDU reserves the right to terminate the contract on one month's notice if the performance is not satisfactory. The Caterer can also terminate the contract by giving two month's notice and clearing all dues if he is not willing to continue the contract.
38. The Caterer shall maintain and upkeep cooking gas cylinders of commercial category in all the student's Hostel messes and shall also abide by all governmental instructions in this behalf.
39. The Caterer shall not cause any loss or damage to the property of the University and shall be responsible to compensate the University for any such loss or damage. However, he shall be personally responsible for his machinery, equipments and other belongings.
40. The Caterer shall engage well behaved experienced staff for working in the Mess and the Caterer shall be responsible for their work, behaviour and conduct. If at any time, the work / behaviour of any such employed staff of the Caterer is found to be unsatisfactory, the Caterer shall be liable to remove such a person immediately when ordered to do so by the Dean of Students Welfare, SMVDU whose decision in this regard shall be final and binding.
41. The Caterer shall take all precautions that all persons engaged by him to do any work for catering services are courteous, civil, sober, honest and free from any virulent or contagious disease(s). The Caterer shall be under obligation to obtain the following certificates during the period of Contract:
 - a) Medical fitness certificate from the authorized Medical Officer.
 - b) Character certificate from Police for all the persons engaged by the Caterer.
42. The Caterer shall ensure that all the mess workers wear proper uniforms and identity cards during the mess service in the University. He will also ensure that the cooking area / mess premises is not used as a residence of the workers.
43. The Caterer shall not do any act or omission which may be prejudicial to the interests of the University.
44. The Caterer shall not construct, raise or modify any structure, temporary or permanent in or around the Mess premises, without the prior written permission of the University.
45. That the permission / leave / license granted in favour of the successful Caterer shall not create any tenancy, lease and otherwise other interests or other right on the property. The present arrangement is only a temporary permission granted in favour of Caterer for a period mentioned herein above and subject to the performance / observance of the other conditions as may be communicated to the Caterer by the University. The licensed space shall always remain under actual control and possession of the University.
46. The Caterer shall be responsible for strict compliance with all applicable laws, rules and regulations relating to P.F. Act, ESI Act, Minimum wages Act, Workmen compensation Act, contract labour Act and such other Acts or laws, regulations passed by Central, State and Local government authority or agency and in the event University being made liable for any expenditure or otherwise on this account, the same shall be recoverable by the University from Caterer.
47. The Caterer shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury / disablement / death at work place.
48. The liability / responsibility in case of any accident causing injury / death to mess worker or any of his staff shall be of the Caterer.

49. The workers of the Caterer shall be of good character and of sound health and not below the age of 18 years. Responsibility of antecedents of his workers shall lie with the Caterer.
50. The University shall provide chairs and tables and water coolers for the dining halls. All other furniture and equipment required for satisfactory performance of this contract will be arranged by the Caterer/s. The Hostels are already equipped with Refrigerators / cold storage for storing food in the University, all other equipments, machinery, cutlery & other requirements will be arranged by the caterer.
51. The Caterer will be allowed the use the kitchen and dining hall with furniture in various hostels for discharge of the contract. The Caterer will use this accommodation only for persons actually working in the kitchen, dining hall for providing services under this contract. The Caterer shall not make or cook any meals(s) in the premises of the University for supply to any persons(s) outside the University other than the students, guests and the staff of the University.
52. The Caterer shall make good any damage caused to the accommodation, furniture fitting equipment of the University that is in use by the caterer. The amount of compensation payable for such damage shall be assessed by the University on replacement cost basis. This compensation will be deductible from the security deposited by the caterer.
53. Facilities to be provided by SMVDU to the mess:
 - i) Dining halls with adequate furniture.
 - ii) Kitchens with Stores.
 - iii) Water.
 - iv) Electricity.
54. The furniture issued will be on One-time basis and it should be returned in good condition. Its maintenance will be the responsibility of the Caterer who will be responsible for any breakage and damage of the furniture by its staff.
55. That no right, much less a legal right shall vest in the Caterer's workers to claim / have employment or otherwise seek absorption in SMVDU nor the Caterer's workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the SMVDU. The workers will remain the employees of the agency/caterer and this will be the responsibility of the agency/caterer to make it clear to their workers before deputing on work at the SMVDU.
56. None of the workers of the caterer shall enter into any kind of private work within the campus of the SMVDU during working hours / days.
57. The Caterer shall maintain an inspection book as prescribed by the Dean of Students Welfare, SMVDU which will be made available to Supervisory staff of the SMVDU. Any fault / observation recorded therein shall be attended immediately.
58. Bill for providing catering services may be raised monthly with a Certificate from the Dean of Students Welfare, SMVDU for the purpose of verifying the number of students in each hostel alongwith a Certificate of satisfactory quality / service of the food consumed.
59. The Caterer shall also submit the Police verification report of all his workers to the Dean of Students Welfare, SMVDU who he intends to employ to execute the work of providing Mess services.

60. If in the execution of their work, any infraction / breach / infringement of any law, rules / byelaws for the time being in force, takes place; Caterer shall indemnify the University and hold the University harmless against the consequences of any or all litigation / prosecution in any matter connected with or arising out of the subject including the result of any labour dispute and should any award or decree including awards of any labour court and / or Arbitrator which might be enforced/sought against the University, the University shall be compensated by the Caterer to the full extent in respect of all such claims / awards etc.
61. The Caterer shall advise its work force etc. to strictly refrain from smoking or using any kind of tobacco products or pan chewing, consumption of alcohol or non-veg. food and playing of cards within or around the premises of the SMVD University.
62. On expiry of the contract, the caterer shall vacate the premises of the University immediately and handover the charge of equipment etc. peacefully to the officer nominated by the University.
63. If any question or dispute arises to the interpretation or violation of any of the terms and condition of this contract, the matter will be referred to the sole arbitration of an Arbitrator appointed by the Vice Chancellor, SMVDU whose decision shall be final and binding on the parties.
64. Notwithstanding to any provision in this contract, if the Caterer violates any norms, rules or acts in any way prejudicial to the interests of the University or to the environment at the campus, the contract shall stand cancelled without assigning any reason to the Caterer by the University. In case of cancellation of the contract, the Security Deposit of the Caterer shall be forfeited.
65. Any dispute arising out of and in relation to this Contract shall be referred to the sole arbitration of an Arbitrator appointed by the Vice Chancellor, SMVDU. The arbitration would be conducted and governed by and under the provisions of J&K Arbitration & Conciliation Act 1997. Any legal dispute shall be subject to the jurisdiction of Courts in Jammu District only and no other Court shall have the jurisdiction.

**Sd/-
Registrar**